



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, September 25, 2012; 7:30 PM
Town Hall Auditorium

I	CALL TO ORDER, ROLL CALL	
II	APPROVAL OF MINUTES - SEPTEMBER 11, 2012	3
III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)	
	B. REP. MILLIE HAMNER	
	C. SKI AREA UPDATE	
V	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCILS BILLS, SERIES 2012 - PUBLIC HEARINGS-NONE	
VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILLS, SERIES 2012	
	1. Council Bill No. 28, Series 2012 - AN ORDINANCE AMENDING CHAPTER 3H OF TITLE 6 OF THE BRECKENRIDGE TOWN CODE BY ADOPTING PROVISIONS CONCERNING THE MUNICIPAL OFFENSE OF "UNLAWFUL ACTS ON NATIONAL FOREST SERVICE LAND"	6
	2. Council Bill No. 29, Series 2012 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lots 7 And 8, Block 5, Abbetts Addition)	10
	3. Council Bill No. 30, Series 2012 - AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE CONCERNING RESTITUTION TO BE AWARDED TO VICTIMS OF CRIMES	14
	4. Council Bill No. 31, Series 2012 - AN ORDINANCE APPROVING A LEASE WITH ALPINE ROCK COMPANY, A COLORADO CORPORATION D/B/A APC CONCRETE	25
	B. RESOLUTIONS, SERIES 2012	
	1. Resolution No. 22, Series 2012 - A RESOLUTION RATIFYING AND APPROVING A REAL ESTATE OPTION AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE, THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, AND THE GERTRUDE E. YOUNG TRUST (Hendrix Lode, M.S. #3845)	50
	C. OTHER-NONE	
VII	PLANNING MATTERS	
	A. PLANNING COMMISSION DECISIONS	58
	B. PLANNING COMMISSION REPORT (MR.GALLAGHER)	
VIII	REPORT OF TOWN MANAGER AND STAFF	
IX	REPORT OF MAYOR AND COUNCILMEMBERS	
	A. CAST/MMC (MAYOR WARNER)	
	B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BREWER)	
	C. BRC (MR. BURKE)	
	D. MARKETING COMMITTEE (MR. DUDICK)	

*Report of the Town Manager, Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item.

- E. SUMMIT COMBINED HOUSING AUTHORITY (MS. WOLFE)
- F. BRECKENRIDGE HERITAGE ALLIANCE (MR. BREWER)
- G. WATER TASK FORCE (MR. GALLAGHER)
- H. LANDFILL TASK FORCE (MS. WOLFE)

X OTHER MATTERS

XI SCHEDULED MEETINGS

A. CIP MEMO

B. ECONOMIC INDICATORS EXECUTIVE SUMMARY

71

72

110

XII ADJOURNMENT

*Report of the Town Manager, Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item.

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I CALL TO ORDER, ROLL CALL

Mayor Warner called the meeting of September 11, 2012 to order at 7:35pm. The following members answered roll call: Mr. Gallagher, Ms. McAtamney, Ms. Wolfe, Mr. Brewer, Mr. Dudick, Mr. Burke, and Mayor Warner.

II APPROVAL OF MINUTES - AUGUST 28, 2012

The following change was made to the meeting minutes of August 28, 2012: Mr. Dudick made the first motion on the Harris St. IGA not Mr. Burke.

Mayor Warner declared the minutes would be approved as corrected.

III APPROVAL OF AGENDA

Mr. Gagen reported there were no changes to the agenda.

IV COMMUNICATIONS TO COUNCIL

A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)

Laura Dzedzic, President of the Breckenridge Music Festival, thanked the Town for their support and provided an update of a successful summer season, including: the success of having several Town Council members participating in the introduction to the concerts; their attendance was up across the board with the Orchestra attendance up 20% the Blue River Series up 45%; there was nearly 10,000 people in the Riverwalk Center over the summer; The Huffington Post covered the Breckenridge Music festival as a top music festival in Colorado; they had two sold out concerts and a few that were almost sold out; The Beatles tribute and pre-party events was completely sold out and was extremely popular; the surveys that the BMF conducted in August showed that 65% of their attendees were visitors; their music in schools programs has been very successful.

With no further comments the citizens comments were closed.

B. BRECKENRIDGE RESORT CHAMBER UPDATE

Bill Wishowski, Vice-President of the Breckenridge Resort Chamber, stated that the presales of the weekends Oktoberfest festivities, including the Brew masters dinner and the VIP experience are sold out; the vendor booths are all sold out; they have been working on increased security and better efficiencies with lines; Stein sales are up 18% from last year.

The USA Pro cycling challenge provided good coverage for the Town with the Denver news station; The Bikeffel tower was a huge success, even got covered in France; Bike Week and Breck Epic both got some really good coverage for the Town as well.

Mr. Wishowski updated the Council on the numbers for this summer and what the numbers are showing thus far for the Winter.

C. RWB FD UPDATE

Jay Nelson, Deputy Chief, introduced Jim Keating who is going to be the interim Fire Chief replacing Chief Lori Miller who is retiring in November. They reported on the positive fire mitigation efforts that have occurred this summer; The hours spent with homeowners is up this summer to focus on the education of land owners related to the fire wise program; They hope to fill in the map of mitigation areas and give numbers at an upcoming meeting; They think that about 80% of the people they talked to follow through with their mitigation.

Mr. Keating updated the Council on the consolidation process; all of the data has been collected and is being reviewed; they will give you monthly updates on the consolidation.

V CONTINUED BUSINESS

A. SECOND READING OF COUNCILS BILLS, SERIES 2012 - PUBLIC HEARINGS

1. Council Bill No. 25, Series 2012 - AN ORDINANCE ANNEXING TO THE TOWN OF BRECKENRIDGE CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BRECKENRIDGE (CLAIMJUMPER PARCELS - 25.633 ACRES)

Mayor Warner read the title into the minutes. Mr. Berry stated that there were no changes to the ordinance

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since the first reading.

Mayor Warner opened the public hearing. There were no comments and the public hearing was closed. Mr. Dudick moved to approve Council Bill No. 25, Series 2012 - AN ORDINANCE ANNEXING TO THE TOWN OF BRECKENRIDGE CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BRECKENRIDGE (CLAIMJUMPER PARCELS - 25.633 ACRES)

Ms. McAtamney seconded the motion.

The motion passed 7-0.

VI NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2012 - NONE
- B. RESOLUTIONS, SERIES 2012 - NONE
- C. OTHER - NONE

VII PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

With no request to call an item off the consent calendar, Mayor Warner declared the Planning Commission decisions would stand approved as presented.

B. PLANNING COMMISSION REPORT (MR.GALLAGHER)

Mr. Gallagher stated that the Planning Commission items were addressed in the work session.

C. PLANNING COMMISSION APPOINTMENT

Mr. Dudick recused himself from the vote on the Planning Commission appointment. The ballots were passed out to each of the Council members. The Council members shared how they each made their decision to vote. The overall consensus was that they were voting for Eric Mamula because of his experience and because of his knowledge of the town code; they would like him to be a mentor to the other commission members; they would like to encourage Ferrol to re-apply in October after attending a few planning commission meetings.

Mr. Gagen collected the votes and Eric Mamula was appointed to the Planning Commission.

VIII REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen stated there were a few items to discuss: 1) Rodeo letter of interest for next year was passed out; would like to store some of his materials on the site; without any objections they will allow the storage of materials. 2) Draft letter to Pat Campbell regarding the Peak 6 expansion; without any suggested changes to the letter, it will be sent out. 3) There is an upcoming meeting related to I-70 from a transportation/demand management perspective hosted by the I-70 collation; will include updates on what has happened thus far with messaging, apps, busses, carpooling, etc.; work with our partners to encourage people to use I-70 wisely; there will be a press release after the meeting; CDOT is trying to encourage people with messaging but it needs to be more accurate/detailed information and it needs to be a more positive message.

IX REPORT OF MAYOR AND COUNCILMEMBERS

A. CAST/MMC (MAYOR WARNER)

Mayor Warner stated that he had distributed a report via email to the other council members.

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BREWER)

Mr. Brewer stated that BOSAC has their retreat in Aspen tomorrow. The Council had a lengthy discussion regarding acquisitions and including urban areas/spaces in their proposed list. The council thinks that BOSAC needs to consider all parcels and provide the Council with a spectrum of different properties with in town/urban areas considered; they would like a menu of properties (potential purchases) with all things considered; Mr. Grosshuesch asked that BOSAC could also include properties that the Town already owns that fit these urban spaces.

C. BRC (MR. BURKE)

No Report. Council would like the BRC to only report on MTRIP not on Center Reservations.

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- D. **MARKETING COMMITTEE (MR. DUDICK)**
Mr. Dudick stated that the meeting is coming up and that Wendy will be attending.
- E. **SUMMIT COMBINED HOUSING AUTHORITY (MS. WOLFE)**
No Report
- F. **BRECKENRIDGE HERITAGE ALLIANCE (MR. BREWER)**
Good fundraising meeting related to the Harris St Building.
- G. **WATER TASK FORCE (MR. GALLAGHER)**
No Report
- H. **LANDFILL TASK FORCE (MS. WOLFE)**
No Report

X OTHER MATTERS

Ms. McAtamney gave a report related to the ski area and transit; buses will be wrapped; they will be tracked with a GPS component; looking at route consolidation for the buses; next step is fleet consolidation; they will install more ski racks at the transfer center; they also discussed the round-about.

Mr. Dudick brought up an easement that is in place related to the access to Ten Mile Station; need to look at revising the easement; discussions will be taking place in the next few days with the parties involved.

Mr. Burke offered a suggestion that the electronic board at the entrance to Town contains Oktoberfest information.

Mayor Warner wanted to discuss the co-chair option for the fundraising effort for the Harris St Building; The Council thinks the BHA should consider a honorary chair as well for this fundraising.

XI SCHEDULED MEETINGS

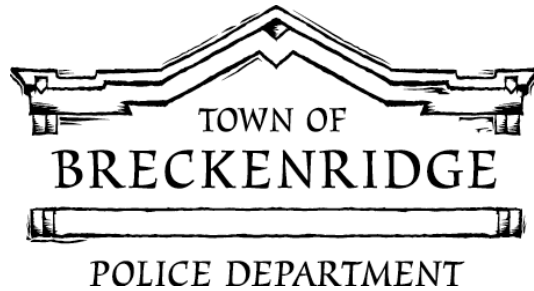
XII ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:42pm
Submitted by Mistaya Pierpont, Administrative Services

ATTEST:

Linda Coxen, Town Clerk

John G. Warner, Mayor



MEMORANDUM

To: Mayor and Town Council
From: Shannon Haynes, Chief of Police
Greg Morrison, Assistant Chief of Police
Date: September 10, 2013
Subject: Unlawful Acts on National Forest System Land Ordinance

Summary

The Breckenridge Ski Resort currently has a lease with the U.S. Forest Service that provides exclusive rights to offer ski lessons and other services on U.S. Forest System land. The Breckenridge Police Department is occasionally called to the base of the ski area when it is determined that persons are unlawfully offering ski instruction lessons. Violations are usually detected by ski area employees and enforcement action is handled by the U.S. Forest Service Law Enforcement Officers (LEOs) who have extensive response times or who, at times, do not respond at all. Breckenridge Police Officers are usually called to stand by until either a Forest Service LEO arrives or, if the LEO is unavailable; officers identify all persons involved and write reports to be forwarded to the USFS LEOs for later enforcement action. Violators are written into U.S. Federal Court in Grand Junction. Should a case go to court, all witnesses would need to attend court in Grand Junction. This Ordinance makes the same activity that is illegal under federal law, illegal under Town Code. With the passage of this ordinance, Breckenridge Police Officers will be empowered to take immediate enforcement action instead of waiting for the USFS LEOs. The cases will be written into Breckenridge Municipal Court. This proposed change will increase effectiveness and efficiency in addressing illegal ski instruction and is supported by the Breckenridge Ski Resort.

Background

Persons who are ski instructors at other areas or individuals who represent themselves as “ski instructors” offer to give ski lessons at the Breckenridge Ski Area. In the cases that have come to our attention, the “ski instructor” has usually advertised “ski lessons” on Craig’s list or similar on-line websites. “Ski instructors” and clients make arrangements on the internet, and then generally meet at the base of the ski mountain, within town limits, to exchange payment. The “ski instructor” then takes the clients up onto the hill for lessons. All the base areas of the ski area where the transactions take place and the base of all lifts where the ski area actually starts are within our Town limits.

The Ski Area's permit from the U.S. Forest Service gives them exclusive use of the ski area to offer ski lessons. Under federal law no one other than the permitted ski area can offer ski lessons. The ski area monitors Craig's list and other on-line WebPages for these offers and several times per year catch an offender. On several occasions we have assisted with contacting the "ski instructor" at the time of the transaction, identified the parties involved, completed a report and forwarded it to the US Forest Service. The USFS generally takes federal enforcement action later as the LEOs are normally not available to respond immediately.

During the 2011/2012 ski season, a "ski instructor" not affiliated with the ski area, sold ski lessons on the internet. The "ski instructor" met his clients at the base of the mountain within the town limits, received cash payment and then took 8 novice skiers up a chair lift to an intermediate part of the mountain. The ski patrol had to be called to carry the "skiers" down the mountain on snow mobiles as they could not ski at all and were way over their heads on intermediate runs.

It is very difficult to get a USFS LEO to respond to enforce the federal code. USFS LEOs generally cover a number of counties and numerous ski areas. As a result their response times tend to be slow.

Proposed Ordinance

The proposed ordinance would make this activity illegal under Town Code. This would give Breckenridge Officers the authority to issue municipal summonses into municipal court and quickly handle these situations. Should a case go to court, all witnesses, including ski area employees and Breckenridge Police Officers, would attend court in Breckenridge instead of Grand Junction. This is a true public safety issue as it is dangerous for novice skiers to be taken up the mountain with non-approved ski instructors who may or may not be familiar with the mountain.

Tim Berry has drafted the attached ordinance and staff recommends its approval.

1 ***FOR WORKSESSION/FIRST READING – AUG. 28***

2
3 Additions To The Current Breckenridge Town Code Are
4 Indicated By **Bold + Db1 Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. ____

7
8 Series 2012

9
10 AN ORDINANCE AMENDING CHAPTER 3H OF TITLE 6 OF THE BRECKENRIDGE
11 TOWN CODE BY ADOPTING PROVISIONS CONCERNING THE MUNICIPAL OFFENSE
12 OF “UNLAWFUL ACTS ON NATIONAL FOREST SERVICE LAND”

13
14 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN
15 OF BRECKENRIDGE, COLORADO:

16
17 Section 1. Chapter 3H of Title 6 of the Breckenridge Town Code is amended by the
18 addition of a new Section 6-3H-10, which shall read in its entirety as follows:

19
20 **6-3H-10: UNLAWFUL ACTS ON NATIONAL FOREST SERVICE LAND:**

21
22 **A. It is unlawful and a misdemeanor offense for any person to offer to**
23 **conduct or perform any kind of work activity or service on National Forest**
24 **System land unless such person is authorized to conduct such work activity**
25 **or service by federal law, regulation, or special-use authorization.**

26
27 **B. As used in this Section “National Forest System land” has the meaning**
28 **provided in 36 C.F.R. Section 212.1.**

29
30 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
31 various secondary codes adopted by reference therein, shall continue in full force and effect.

32
33 Section 3. The Town Council hereby finds, determines and declares that this ordinance is
34 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
35 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
36 thereof.

37
38 Section 4. The Town Council hereby finds, determines and declares that it has the power
39 to adopt this ordinance pursuant to: (i) Section 31-15-103, C.R.S. (concerning municipal police
40 powers); (ii) Section 31-15-401, C.R.S.(concerning municipal police powers); (iii) the authority
41 granted to home rule municipalities by Article XX of the Colorado Constitution; and (iv) the
42 powers contained in the Breckenridge Town Charter.



MEMORANDUM

TO: Town Council

FROM: Chris Neubecker, Current Planning Manager

DATE: September 18, 2012

SUBJECT: First Reading: Council Bill No. 29
Harris Residence Landmarking
Lot 7 and 8, Block 5, Abbetts Addition, 206 S. French Street

Enclosed with this memo is an ordinance for first reading to designate a local landmark. The property is located at 206 S. French Street. This historic home is owned by Tony and Annie Harris. The property is planned for a full historic restoration, full basement and foundation, with an addition at the rear of the home. The historic barn on the property will also be fully restored and placed on a foundation.

Planning Commission approved the restoration and addition to this building during their meeting on June 19, 2012. At that time the Planning Commission recommended that the Town Council designate this property as a local landmark, based on the following criteria:

- A. The property is at least 50 years old.
- B.
 - 1. The property exemplifies specific elements of architectural style or period.
 - 2. The property is of a style particularly associated with the Breckenridge area.
 - 3. The property is a significant historic remodel.
- C.
 - 1. The property retains original design features, materials and/or character.
 - 2. The structure is on its original location or is in the same historic context after having been moved.
 - 3. The structure has been accurately reconstructed or restored based on documentation.

Staff supports the proposed landmarking. We will be available during the work session to answer any questions on this project.

1 **FOR WORKSESSION/FIRST READING – SEPT. 25**

2
3 COUNCIL BILL NO. 29

4
5 Series 2012

6
7 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
8 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
9 (Lots 7 and 8, Block 5, Abbetts Addition)

10
11 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
12 COLORADO:

13
14 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
15 determines as follows:

16
17 A. Anthony Harris and Ann Harris own the hereinafter described real property.
18 Such real property is located within the corporate limits of the Town of Breckenridge,
19 County of Summit and State of Colorado.

20
21 B. Anthony Harris and Ann Harris filed an application with the Town pursuant
22 to Chapter 11 of Title 9 of the Breckenridge Town Code seeking to have the Town
23 designate the hereinafter described real property as a landmark (“**Application**”).

24
25 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
26 the Breckenridge Town Code in connection with the processing of the Application.

27
28 D. The improvements located on hereinafter described real property are more
29 than fifty (50) years old.

30
31 E. The hereinafter described real property meets the “architectural” designation
32 criteria for a landmark as set forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town
33 Code because the property:

- 34
35 (i) exemplifies specific elements of architectural style or period;
36 (ii) is of a style particularly associated with the Breckenridge area; and
37 (iii) is a significant historic remodel.

38
39 F. The hereinafter described real property meets the “physical integrity” criteria
40 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code
41 because:

- 42
43 (i) the property retains original design features, materials and/or character;
44 (ii) the structure on the property is on its original location or is in the same
45 historic context after having been moved; and

1 (iii) the structure on the property has been accurately reconstructed or restored
2 based on documentation.
3

4 G. In accordance with the requirements of Section 9-11-3(B)(3) of the
5 Breckenridge Town Code, on June 19, 2012 the Application was reviewed by the
6 Breckenridge Planning Commission. On such date the Planning Commission
7 recommended to the Town Council that the Application be granted.
8

9 H. The Application meets the applicable requirements of Chapter 11 of Title 9 of
10 the Breckenridge Town Code, and should be granted without conditions.
11

12 I. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
13 approval of an application for landmark designation under Chapter 11 of Title 9 of the
14 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.
15

16 Section 2. Designation of Property as Landmark. The following described real
17 property:
18

19 Lots 7 and 8, Block 5, Abbett Addition to the Town of Breckenridge, as shown on
20 the filed plat thereof; commonly known and described as 206 South French Street,
21 Breckenridge, Colorado
22

23 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
24 Code.
25

26 Section 3. Police Power Finding. The Town Council finds, determines, and declares that
27 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
28 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
29 the inhabitants thereof.
30

31 Section 4. Town Authority. The Town Council finds, determines, and declares that it has
32 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
33 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
34 Charter.
35

36 Section 5. Effective Date. This ordinance shall be published and become effective as
37 provided by Section 5.9 of the Breckenridge Town Charter.
38

39 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
40 PUBLISHED IN FULL this ____ day of _____, 2012. A Public Hearing shall be held at the
41 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
42 _____, 2012, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
43 Town.
44
45

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Town Clerk

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MEMO

TO: Town Council

FROM: Town Attorney

RE: New "Restitution Ordinance"

DATE: September 18, 2012 (for September 25th meeting)

A defendant who is convicted or who pleads "no contest" in the Town's Municipal Court is usually required to pay "restitution" to the victim of the crime. The term "restitution" means the payment by the defendant of the direct financial losses suffered by the victim of the crime. Restitution has several purposes, including the obvious one of compensating the victim for monetary losses suffered as a result of the defendant's criminal conduct. In addition, requiring restitution is recognized as a deterrent to future criminal conduct.

The Town's current restitution ordinance has not been amended in many years and needs to be updated to reflect more modern practices and procedures.

Enclosed with this memo is an ordinance completely rewriting the Town Code with respect to restitution in the Municipal Court. The ordinance is modeled after the current state restitution statute, although I have deleted certain portions of the state statute that are not applicable to municipal court proceedings, and I have added a provision requiring a defendant to reimburse the Town for expenses incurred in connection with the defendant's arrest, booking, incarceration, care while incarcerated, including the cost of the stay at the detoxification center (if applicable). I have also made a few conforming amendments to the Town Code required by the adoption of the new Restitution Ordinance.

The Town's current restitution provision (such as it is) is shown in strikethrough on lines 21-25 of the enclosed ordinance. You will see that the revised restitution provisions are much more comprehensive than the Town's current restitution rules.

The centerpiece provisions of the new ordinance are Subsections D and E on page 5 which provide:

- D. Every order of conviction of a municipal ordinance offense shall include consideration of restitution. Each such order shall include one or more of the following:
 - 1. An order of a specific amount of restitution be paid by the defendant;

2. An order that the defendant is obligated to pay restitution, but that the specific amount of restitution shall be determined within the ninety-one days immediately following the order of conviction, unless good cause is shown for extending the time period by which the restitution amount shall be determined;
 3. An order, in addition to or in place of a specific amount of restitution, that the defendant pay restitution covering the actual costs of specific future treatment of any victim of the crime; or
 4. Contain a specific finding that no victim of the crime suffered a pecuniary loss and therefore no order for the payment of restitution is being entered.
- E. Every order of restitution shall include an order that the defendant repay to the Town all money paid by the Town in connection with the defendant's arrest or incarceration.

The new Restitution Ordinance has been reviewed by the Police Chief and the Municipal Prosecutor, and we all recommend its adoption to you. We believe that the updated ordinance is important and clarifies the standards and procedures to be followed by the Municipal Judge when he considers restitution in the Municipal Court.

1 **FOR WORKSESSION/FIRST READING – DEC. 14**

2
3 Additions To The Current Breckenridge Town Code Are
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. ____

7
8 Series 2012

9
10 AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE CONCERNING
11 RESTITUTION TO BE AWARDED TO VICTIMS OF CRIMES

12
13 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
14 COLORADO:

15
16 Section 1. Section 1-4-3 of the Breckenridge Town Code is amended to read in its
17 entirety as follows:

18
19 1-4-3: RESTITUTION:

20
21 ~~A defendant who has been adjudged guilty or against whom a judgment has been entered for~~
22 ~~violating any ordinance of the town may be required, so far as possible and upon such reasonable~~
23 ~~terms as the municipal court may impose, to make restitution or reparation to any aggrieved~~
24 ~~person for any actual damage or loss caused by the offense or infraction for which the conviction~~
25 ~~or judgment of liability was had.~~

26
27 **A. The Town Council finds and declares that:**

- 28
29 **1. Crime victims endure undue suffering and hardship resulting from physical**
30 **injury, emotional and psychological injury, or loss of property;**
31
32 **2. Persons found guilty of causing such suffering and hardship should be under**
33 **a moral and legal obligation to make full restitution to those harmed by their**
34 **misconduct;**
35
36 **3. The payment of restitution by criminal offenders to their victims is a**
37 **mechanism for the rehabilitation of offenders;**
38
39 **4. Restitution is recognized as a deterrent to future criminality;**
40

RESTITUTION ORDINANCE

- 1 **5. An effective criminal justice system requires timely restitution to victims of**
2 **crime and to members of the immediate families of such victims in order to**
3 **lessen the financial burdens inflicted upon them, to compensate them for**
4 **their suffering and hardship, and to preserve the individual dignity of**
5 **victims;**
6
7 **6. The purposes of this Section is to provide for and collect full restitution for**
8 **victims of those municipal ordinance offenses that are under the jurisdiction**
9 **of the Town’s municipal court in the most expeditious manner.**

10
11 **B. It is the intent of the Town Council that restitution be ordered, collected, and**
12 **disbursed to the victims of crime and their immediate families. Such restitution will**
13 **aid the offender in reintegration as a productive member of society. This Section**
14 **shall be liberally construed to accomplish all such purposes.**

15
16 **C. As used in this Section, unless the context otherwise requires:**

- 17
18 **1. “Conviction” means a verdict of guilty by a judge or jury or a plea of guilty**
19 **or nolo contendere that is accepted by the municipal court for any municipal**
20 **ordinance offense. “Conviction” also includes having received a deferred**
21 **judgment and sentence; except that a person shall not be deemed to have**
22 **been convicted if the person has successfully completed a deferred sentence.**
23
24 **2. “Money advanced by a governmental agency for a service animal” means**
25 **costs incurred by a peace officer, law enforcement agency, fire department,**
26 **fire protection district, or governmental search and rescue agency for the**
27 **veterinary treatment and disposal of a service animal that was harmed while**
28 **aiding in official duties and for the training of an animal to become a service**
29 **animal to replace a service animal that was harmed while aiding in official**
30 **duties, as applicable.**
31
32 **3. “Money paid by the Town in connection with the defendant’s arrest or**
33 **incarceration” means all money paid by the Town to the Summit County**
34 **Sheriff, or any other person or governmental entity, in connection with the**
35 **defendant’s arrest, booking, incarceration, care while incarcerated, or**
36 **safekeeping in a detoxification center or otherwise. Such term also includes,**
37 **all money paid by the Town for the care and treatment of a defendant’s**
38 **animal, and the care of a defendant’s property.**
39
40 **4. “Municipal court” or “court” means the municipal court of the Town of**
41 **Breckenridge.**
42
43 **5. “Municipal ordinance offense” means a violation of this Code, or any code**

RESTITUTION ORDINANCE

1 adopted by reference in this Code, for which a penalty is provided.

2
3 **6. “Person” means any public or private corporation, firm, partnership, limited**
4 **liability entity of any kind, association, organization, municipality, county,**
5 **special district, state, or other governmental entity, or any other group acting**
6 **as a unit, as well as a natural person.**

7
8 **7. “Proximately caused” means a cause which in the natural and probable**
9 **sequence produced the claimed injury and without which the claimed injury**
10 **would not have been sustained.**

11
12 **8. (a) “Restitution” means any pecuniary loss suffered by a victim and includes**
13 **but is not limited to all out-of-pocket expenses, interest, loss of use of money,**
14 **anticipated future expenses, rewards paid by victims, money advanced by**
15 **law enforcement agencies, money advanced by a governmental agency for a**
16 **service animal, adjustment expenses, and other losses or injuries proximately**
17 **caused by an offender’s conduct and that can be reasonably calculated and**
18 **recompensed in money. “Restitution” does not include damages for physical**
19 **or mental pain and suffering, loss of consortium, loss of enjoyment of life,**
20 **loss of future earnings, or punitive damages.**

21
22 **(b) “Restitution” may also include extraordinary direct public and all private**
23 **investigative costs.**

24
25 **(c) “Restitution” shall also include all costs incurred by a government agency**
26 **or private entity to:**

27
28 **i. Remove, clean up, or remediate a place used to manufacture or**
29 **attempt to manufacture a controlled substance or which contains a**
30 **controlled substance or which contains chemicals, supplies, or**
31 **equipment used or intended to be used in the manufacturing of a**
32 **controlled substance;**

33
34 **ii. Store, preserve, or test evidence of a controlled substance violation; or**

35
36 **iii. Sell and provide for the care of and provision for an animal disposed**
37 **of under any applicable animal cruelty law.**

38
39 **Costs under this subsection shall include, but are not limited to, overtime**
40 **wages for peace officers or other government employees, the operating**
41 **expenses for any equipment utilized, and the costs of any property designed**
42 **for one-time use, such as protective clothing.**

43
RESTITUTION ORDINANCE

1 (d) If a loss claimed is not specifically mentioned in this Section it must be a
2 loss that was proximately caused by the defendant's conduct.

3
4 9. "Service animal" means any animal, the services of which are used to aid the
5 performance of official duties by a peace officer, law enforcement agency,
6 fire department, fire protection district, or governmental search and rescue
7 agency.

8
9 10. (a) "Victim" means any person aggrieved by the conduct of an offender and
10 includes but is not limited to the following:

11
12 i. Any person against whom any municipal ordinance offense has been
13 perpetrated or attempted;

14
15 ii. Any person harmed by an offender's criminal conduct in the course of
16 a scheme, conspiracy, or pattern of criminal activity;

17
18 iii. Any person who has suffered losses because of a contractual
19 relationship with, including but not limited to an insurer, or because
20 of liability under Section 14-6-110, C.R.S., for a person described in
21 subsection (i) or (ii) of this subsection (a);

22
23 iv. Any victim compensation board that has paid a victim compensation
24 claim;

25
26 v. If any person described in subsection (i) or (ii) of this subsection (a) is
27 deceased or incapacitated, the person's spouse, parent, legal guardian,
28 natural or adopted child, child living with the victim, sibling,
29 grandparent, significant other, as defined in Section 24-4.1-302(4),
30 C.R.S., or other lawful representative;

31
32 vi. Any person who had to expend resources for the purposes described
33 in subsection 7(c) of this Section.

34
35 (b) "Victim" shall not include a person who is accountable for the crime or a
36 crime arising from the same conduct, criminal episode, or plan under this
37 Code.
38

1 (c) Any “victim” under the age of eighteen is considered incapacitated,
2 unless that person is legally emancipated or the court orders otherwise.

3
4 (d) It is the intent of the Town Council that this definition of the term
5 “victim” shall apply to this Section and shall not be applied to any other
6 municipal ordinance that refers to the term “victim”.

7
8 D. Every order of conviction of a municipal ordinance offense shall include
9 consideration of restitution. Each such order shall include one or more of the
10 following:

- 11
- 12 1. An order of a specific amount of restitution be paid by the defendant;
 - 13
 - 14 2. An order that the defendant is obligated to pay restitution, but that the
15 specific amount of restitution shall be determined within the ninety-one days
16 immediately following the order of conviction, unless good cause is shown for
17 extending the time period by which the restitution amount shall be
18 determined;
 - 19
 - 20 3. An order, in addition to or in place of a specific amount of restitution, that
21 the defendant pay restitution covering the actual costs of specific future
22 treatment of any victim of the crime; or
 - 23
 - 24 4. Contain a specific finding that no victim of the crime suffered a pecuniary
25 loss and therefore no order for the payment of restitution is being entered.

26
27 E. Every order of restitution shall include an order that the defendant repay to the
28 Town all money paid by the Town in connection with the defendant’s arrest or
29 incarceration.

30
31 F. The municipal court shall base its order for restitution upon information presented
32 to the court by the prosecuting attorney, who shall compile such information
33 through victim impact statements or other means to determine the amount of
34 restitution and the identities of the victims. Further, the prosecuting attorney shall
35 present this information to the court prior to the order of conviction or within
36 ninety-one days, if it is not available prior to the order of conviction. The court may
37 extend this date if it finds that there are extenuating circumstances affecting the
38 prosecuting attorney’s ability to determine restitution.

39
40 G. Any order for restitution may be:
41

1 **1. Increased if additional victims or additional losses not known to the judge or**
2 **the prosecuting attorney at the time the order of restitution was entered are**
3 **later discovered and the final amount of restitution due has not been set by**
4 **the court; or**

5
6 **2. Decreased:**

7
8 **a. With the consent of the prosecuting attorney and the victim or victims**
9 **to whom the restitution is owed; or**

10
11 **b. If the defendant has otherwise compensated the victim or victims for**
12 **the pecuniary losses suffered.**

13
14 **H. If more than one defendant owes restitution to the same victim for the same**
15 **pecuniary loss, the orders for restitution shall be joint and several obligations of the**
16 **defendants.**

17
18 **I. Any amount paid to a victim under an order of restitution shall be set off against**
19 **any amount later recovered as compensatory damages by such victim in any federal**
20 **or state civil proceeding.**

21
22 **J. When a person's means of identification or financial information was used without**
23 **that person's authorization in connection with a conviction for any crime, the**
24 **municipal court may issue such orders as are necessary to correct a public record**
25 **that contains false information resulting from any violation of such laws.**

26
27 **K. (1) Notwithstanding the provisions of Section D of this Section, the municipal court**
28 **shall order restitution concerning only the portion of the victim's pecuniary loss for**
29 **which the victim cannot be compensated under a policy of insurance, self-**
30 **insurance, an indemnity agreement, or a risk management fund.**

31
32 **(2) The court, in determining the restitution amount, shall consider whether the**
33 **defendant or the vehicle driven by the defendant at the time of the offense was**
34 **covered by:**

35
36 **a. A complying policy of insurance or certificate of self-insurance as**
37 **required by the laws of the State of Colorado;**

38
39 **b. Self-insurance, including but not limited to, insurance coverage**
40 **pursuant to the provisions of part 15 of article 30 of title 24, C.R.S.; or**
41

1 c Any other insurance or indemnity agreement that would indemnify
2 the defendant for any damages sustained by the victim.

3
4 (3)(a) Except as otherwise provided in this subsection (a), the municipal court may
5 not award restitution to a victim concerning a pecuniary loss for which the victim
6 has received or is entitled to receive benefits or reimbursement under a policy of
7 insurance or other indemnity agreement.

8
9 (b) The municipal court may award a victim restitution for a deductible amount
10 under his or her policy of insurance.

11
12 (c) Nothing in this subsection (d) shall prohibit a nonowner driver or passenger in
13 the vehicle from being awarded restitution if the driver or passenger was not
14 covered by his or her own medical payments coverage policy.

15
16 (d) Nothing in this Section shall be construed to limit or abrogate the rights and
17 immunities set forth in the “Colorado Governmental Immunity Act”, Article 10 of
18 Title 24, C.R.S.

19
20 L. The prosecuting attorney must establish by a preponderance of the evidence the
21 amount of restitution owed.

22
23 M. The municipal court may not order restitution without a hearing at which the
24 prosecution must prove the amount of the victim’s loss and its causal link to the
25 defendant’s conduct, and at which the defendant may contest those matters.

26
27 N. A victim’s confidential medical and mental health records in the possession of the
28 prosecuting attorney as part of a victim’s impact statement or for restitution
29 purposes shall not be provided to the defendant without an in-camera review of the
30 records by the municipal judge. To obtain an in-camera review of a victim’s
31 confidential medical or mental health records a defendant must show:

- 32
33 1. that his or her request is not speculative; and
34 2. that an evidentiary hypothesis warrants in-camera review because such
35 documents would tend to disprove all or part of the prosecuting attorney’s
36 restitution request on the basis that the requested amounts were not
37 proximately caused by the defendant’s conduct, or that such documents are
38 otherwise relevant to the criminal allegations pending against the defendant.

39
40 An in-camera review conducted under this Section means a review conducted solely
41 by the municipal judge in his or her chambers.

42
43 Section 2. Section 6-3-4 of the Breckenridge Town Code is repealed.

RESTITUTION ORDINANCE

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ATTEST:

Town Clerk

Memorandum

TO: Town Council
FROM: Tom Daugherty, Public Works Director
DATE: September 19, 2012
RE: Alpine Rock Lease

As you know the Town is purchasing the Alpine Rock Property next to the McCain Property as per our agreement with Alpine. As part of that purchase the Town is leasing a five acre parcel back to Alpine Rock, Inc. so that they can continue to operate their concrete plant. The ordinance and lease are attached for first reading by the Council. I have outlined the main points of the lease below.

1. The lease is for approximately five acres of land with a term of five years.
2. The material from Block 11 that was moved into the area of the concrete plant is approximately 100,000 tons of material and we will receive royalties of \$1/ton for two years and then escalate to \$2/ton for years three through five. Alpine Rock pays the royalties once the material is sold; this is in addition to sales tax we receive for the sales.
3. As long as Alpine Rock is exclusively selling material that the Town receives royalties on, there will be no charge for the lease other than royalties.
4. If Alpine Rock wants to bring outside materials onto the site to sell, the lease will be renegotiated to incorporate a lease payment or other compensation for use of the site.
5. Alpine Rock will assign the mining permit for the site to the Town of Breckenridge. The Town can use Alpine Rock's permit to further mine the site if the Town so desires for water storage or other purposes. The Town will be responsible for reclaiming the site once the mining has ended so we can shape it according to planned final uses.

We will plan to execute this lease with Alpine Rock as part of the closing on the property. Staff will be at the work session to answer any questions.

1 ***FOR WORKSESSION/FIRST READING – SEPT. 25***

2
3 COUNCIL BILL NO. _____

4
5 Series 2012

6
7 AN ORDINANCE APPROVING A LEASE WITH ALPINE ROCK COMPANY, A
8 COLORADO CORPORATION d/b/a APC CONCRETE

9
10 WHEREAS, the Town of Breckenridge intends to acquire certain real property from
11 Alpine Rock Company, a Colorado corporation d/b/a APC Concrete (“**Alpine Rock**”); and

12
13 WHEREAS, as part of the acquisition the Town has agreed to lease back to Alpine Rock
14 a portion of the land to be acquired by the Town; and

15
16 WHEREAS, a proposed Lease between the Town and Alpine Rock has been prepared by
17 the Town Attorney and reviewed by the Town Council; and

18
19 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

20
21 The council may lease, for such time as council shall determine, any real or
22 personal property to or from any person, firm, corporation, public and private,
23 governmental or otherwise.

24
25 and;

26
27 WHEREAS, the term of the proposed Lease with Alpine Rock exceeds one year in
28 length; and

29
30 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
31 lease entered into by the Town that exceeds one year in length must be approved by ordinance.

32
33 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
34 BRECKENRIDGE, COLORADO:

35
36 Section 1. The proposed Lease between the Town and Alpine Rock Company, a
37 Colorado corporation d/b/a APC Concrete, a copy of which is marked **Exhibit “A”**, attached
38 hereto and incorporated herein by reference, is approved, and the Town Manager is authorized,
39 empowered, and directed to execute such Lease for and on behalf of the Town of Breckenridge.

40
41 Section 2. The Town Council finds, determines, and declares that it has the power to
42 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX
43 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

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Section 3. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2012. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2012, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Town Clerk

1 ***DRAFT August 23, 2012 DRAFT***

2
3 **LEASE**

4
5 THIS LEASE (“Lease”) is dated [REDACTED], 2012, and is between the
6 TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“Landlord”) and ALPINE
7 ROCK COMPANY, a Colorado corporation d/b/a APC CONCRETE (“Tenant”).
8

9 **ARTICLE 1 – DEFINITIONS**

10 1.1 Definitions. As used in this Lease the following terms have the following
11 meanings, unless the context clearly requires otherwise:

- ADDITIONAL RENT:** Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “Royalty”, “rent” or “periodic rent.”
- DAY:** Unless otherwise indicated, a calendar day (and not a business day).
- EFFECTIVE DATE:** The date of this Lease.
- FINANCIAL SERVICES MANAGER:** The Financial Services Manager of the Town of Breckenridge, or such person’s designee.
- HAZARDOUS MATERIALS:** Any chemical, material, substance, or waste:
- (i) exposure to which is prohibited, limited, or regulated by any federal, state, county, regional or local authority, or other governmental authority of any nature; or
 - (ii) that, even if not so regulated, may or could pose a hazard to the health or safety of the occupants of the Leased Premises including, without limitation, any petroleum, crude oil (any fraction thereof), natural gas, natural gas liquids, and those substances defined as “hazardous substances”, “hazardous materials”, “hazardous wastes” or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.

LEASE

Section 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., and any other governmental statutes, laws, ordinances, rules, regulations, and precautions.

- LEASE YEAR:** The five twelve- month periods described in Section 2.4.
- LEASED PREMISES:** Landlord’s real property as described on **Exhibit “A”**.
- PROCESSED MATERIALS:** Any material processed by Tenant on the Leased Premises (including, without limitation, asphalt and concrete) during the Term of this Lease.
- RECLAMATION PLAN:** The Reclamation Plan for the Leased Premises approved by the State of Colorado.
- ROYALTY:** The royalty due to Landlord from Tenant pursuant to Article 4.
- STOCKPILED MATERIALS:** The approximately 100,000 tons of material, as of the Effective Date, located partly on the Leased Premises and partly on adjacent property owned by Landlord. The location of the Stockpiled Material will be agreed upon by Landlord and Tenant, and memorialized in a writing prior to the Effective Date.
- TAXES:** All personal property and real property taxes levied, assessed, or imposed by any taxing authority arising out of Tenant’s occupancy and use of the Leased Premises pursuant to this Lease.
- TERM:** The term of this Lease as described in Section 2.3.
- TOWN MANAGER:** The Town Manager of the Town of Breckenridge, or such person’s designee.
- WILL/WILL NOT:** “Will” or “will not” indicate a mandatory obligation to act or to refrain from acting as

LEASE

specifically indicated in the context of the sentence in which such word is used.

1 **ARTICLE 2 - BASIC LEASE PROVISIONS**

2 2.1 Leased Premises. In consideration of Tenant's payment of the Royalty, and the
3 keeping of the other promises, covenants, and conditions required of Tenant by this Lease,
4 Landlord leases the Leased Premises to Tenant, and Tenant leases the Leased Premises from
5 Landlord, for the Term and upon the conditions of this Lease.

6 2.2 Use Of Leased Premises.

7 (a) Tenant will use the Leased Premises only to operate and maintain one asphalt
8 batch plant and one concrete batch plant. Such allowed uses include, without limitation, the
9 following: wash ponds, storage of materials, washing and crushing operations, recycling,
10 reclamation, weighing, material sales, grading, and maintenance activities. Tenant will not use
11 the Leased Premises for any other purpose without Landlord's prior written consent.

12 (b) Tenant may not process any material on the Leased Premises that is not part of
13 the Stockpiled Material, or add material to the Stockpiled Material, without:

14 (i) Landlord's prior written consent;

15 (ii) an agreement between Landlord and Tenant for the payment of a periodic
16 rent to Landlord; and

17 (iii) an executed amendment to this Lease describing the agreed periodic rent.

18 2.3 Term. The term of this Lease begins at 12:01 A.M., local time, on
19 [redacted], 2012 and ends, unless sooner terminated as hereafter provided, at 11:59
20 P.M., local time, on [redacted], 2017.

21 2.4 Lease Years.

22 (a) The First Lease Year commences on the Effective Date and ends on
23 [redacted], 2013;

24 (b) The Second Lease Year commences on [redacted], 2013 and ends
25 on [redacted], 2014;

26 (c) The Third Lease Year commences on [redacted], 2014 and ends on
27 [redacted], 2015;

28 (d) The Fourth Lease Year commences on [redacted], 2015 and ends
29 on [redacted], 2016; and

1 (e) The Fifth Lease Year commences on [REDACTED], 2016 and ends on
2 [REDACTED], 2017.

3 2.5 Surrender of Leased Premises.

4 (a) Upon the expiration or earlier termination of this Lease Tenant will surrender
5 the Leased Premises to Landlord in good condition, ordinary wear and tear excepted. Not later
6 than the last day of the Term, Tenant will remove its personal property and fixtures (including,
7 but not limited to, trade fixtures) from the Leased Premises. The cost of such removal will be
8 borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in
9 connection with the installation or removal of Tenant's personal property and trade fixtures. All
10 of Tenant's fixtures (including, but not limited to trade fixtures) that are so attached to the
11 Leased Premises that they cannot be removed without material injury to the Leased Premises
12 will, at Landlord's option, become the property of Landlord upon installation and remain with
13 the Leased Premises upon surrender.

14 (b) Landlord may retain or dispose of any personal property, fixtures (including,
15 but not limited to, trade fixtures), alterations or improvements left remaining by Tenant at or
16 upon the Leased Premises following the expiration or earlier termination of this Lease, and
17 Landlord is not accountable to Tenant for any damages for the loss or destruction thereof, or for
18 any part of the proceeds of sale, if any, realized by Landlord. Tenant waives all claims against
19 Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition
20 of such personal property, fixtures (including, but not limited to, trade fixtures), alterations or
21 improvements. Tenant is liable to Landlord for Landlord's costs for storing, removing and
22 disposing of any such personal property, fixtures (including trade fixtures) or alterations.

23 **ARTICLE 3 – RENT; PAYMENT OF SUMS DUE TO LANDLORD**

24 3.1 Rent. So long as Tenant uses the Leased Premises only to processes the
25 Stockpiled Material there will be no periodic rent paid by Tenant. If Landlord and Tenant agree
26 that Tenant can process other material on the Leased Premises as provided in Section 2.2(b),
27 Tenant will then pay the agreed periodic rent.

28 3.2 Interest On Past Due Amounts. Tenant will pay interest to Landlord on any sum
29 due to Landlord under this Lease that is 30 days or more past due at the rate of 12% per annum
30 from the date due until the date such payment is fully paid.

31 3.3 Place And Manner Of Payments. All sums payable to Landlord under this Lease
32 will be made to:

33 Town of Breckenridge
34 Clerk & Finance Division
35 Attn: Accounts Receivable
36 P. O. Box 168
37 Breckenridge, CO 80424

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1
2 or at such other place as the Town Manager may designate by written notice provided to Tenant
3 in accordance with Section 18.2 of this Lease. All sums will be made in legal tender of the
4 United States. Any check given to Landlord will be received subject to collection, and Tenant
5 agrees to pay any charges, fees or costs incurred by Landlord for the collection, including
6 reasonable attorney's fees.
7

8 3.4 Landlord's Lien and Security Interest. Landlord has a first security interest and a
9 lien for all Royalty, rent and other sums of money becoming due under this Lease from Tenant
10 upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of
11 Tenant situated in or located upon the Leased Premises, and such property may not be removed
12 from the Leased Premises without the express written consent of Landlord until all arrearages in
13 rent, Royalty, and other sums of money then due to Landlord hereunder have first been paid.
14 Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security
15 interest and lien in the manner provided by law. Landlord may file a financing statement (and
16 necessary extensions, renewals, or replacements thereof throughout the Term) in a form legally
17 sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will
18 execute such documents as may be required during the Term to maintain the validity and priority
19 of the security interest and lien provided for in this Section.
20

ARTICLE 4 - ROYALTY

21 4.1 Royalty.

22 (a) Tenant will pay to Landlord a Royalty in the following amounts:

23 (i) During the First Lease Year and the Second Lease Year, a Royalty of
24 \$1.00 per ton for all Processed Materials processed by Tenant on the Leased Premises.

25 (ii) During the Third Lease Year, the Fourth Lease Year, and the Fifth Lease
26 Year, a Royalty of \$2.00 per ton for all Processed Materials processed by Tenant on the
27 Leased Premises.

28 (b) For purposes of computing royalties under this Section, each cubic yard of
29 ready mix concrete will be deemed to include 1½ tons of aggregate.

30 4.2 Due Date. Tenant will pay the Royalty to Landlord in arrears and without
31 demand not later than the 10th day of each month during the Term.

32 4.3 Books Of Account And Auditing.

33 (a) Tenant will keep true and complete records and accounts of all Processed
34 Materials processed on the Leased Premises. Concurrently with the payment of each Royalty
35 Tenant will furnish to Landlord a true and accurate statement of the total amount of Processed

1 Materials processed on the Leased Premises during the period covered by the Royalty payment.
2 Such statement will be certified to be true and correct by Tenant.

3 (b) The Financial Services Manager has access during normal business hours to
4 Tenant's books and records which relate to the amount of Royalty due to Landlord under this
5 Lease, and for no other purpose except as provided by law. Tenant will keep and preserve such
6 records for three years.

7 (c) The Financial Services Manager has the right at any time to audit Tenant's
8 books and records which relate to the amount of Royalty due to Landlord under this Lease.
9 Tenant, upon request, will make all such documents available for examination at Tenant's main
10 business office located at 14802 West 44th Avenue, Golden Colorado, or at such other location as
11 may be mutually acceptable to Landlord and Tenant.

12 (d) If Landlord determines after an audit that the amount of the Royalty due to
13 Landlord under this Lease has, for any reason, been understated by Tenant by more than 5%,
14 Tenant will pay to Landlord the cost of such audit (not to exceed the amount of the deficiency)
15 and the amount of any Royalty deficiency, plus interest on such deficiency at 12% per annum
16 from the date due. Landlord's right to perform such an audit will expire three years after a
17 Royalty payment and accompanying statement have been delivered to Landlord.

18 (e) If the audit conducted by the Financial Services Manager shows that the
19 amount of the Royalty due to Town under this Lease has been understated by Tenant more than
20 5%, Tenant will have the right to have an independent audit conducted at its expense. Such audit
21 will be completed within 90 days from the date Tenant is notified of the results of the Financial
22 Services Manager's audit. The Financial Services Manager and the independent auditor will
23 attempt to reconcile any discrepancies between the two audits.

24 (f) If the audit reflects that there has been an overpayment of Royalty from
25 Tenant to Landlord, such overpayment will be refunded by Landlord to Tenant or credited
26 against the next Royalty payment due at the option of Tenant.

27 (g) Tenant expressly agrees that Financial Services Manager may inspect any
28 sales tax return or report and accompanying schedules and data that Tenant may file with any
29 taxing entity pursuant to the any applicable sales or use tax law, and Tenant waives any claim of
30 confidentiality that it may have in connection therewith.

31 4.4 Rent Provisions Applicable to Royalty. Any provision of this Lease pertaining to
32 non-payment of rent is also applicable to non-payment of Royalty.

33 **ARTICLE 5 – EARLY TERMINATION**

34 5.1 Tenant's Right of Early Termination. Notwithstanding the stated Term of this
35 Lease, Tenant may terminate this Lease, without being liable for breach of this Lease, upon not

1 want the remaining Stockpiled Material, Landlord must notify Tenant not later than 30 days after
2 the effective date of Landlord's early termination of this Lease, and Tenant will then remove
3 with remaining Stockpiled Material within 20 days after receipt of Landlord's notice.

4 6.6 Landlord's Payment to Tenant If Landlord Keeps Stockpiled Materials. If
5 Landlord determines to keep the remaining Stockpiled Material pursuant to Section 6.5 Landlord
6 will compensate Tenant for the remaining Stockpiled Material (only) by paying to Tenant an
7 amount equal to:

8 (a) Tenant's actual cost (if any) of hauling the remaining Stockpiled Material to
9 the Leased Premises; **plus**

10 (b) Tenant's actual cost (if any) of crushing the remaining Stockpiled Material.

11 Landlord's payment obligation under this Section is limited to the actual costs spent by Tenant in
12 hauling and crushing the remaining Stockpiled Material kept by Landlord; Landlord's payment
13 obligation does not include any profit for Tenant. Tenant will provide Landlord with verifiable
14 documentation supporting its claim for actual costs incurred in hauling and crushing the
15 remaining Stockpiled Material.

16 **ARTICLE 7 – RECLAMATION PLAN**

17 7.1 Reclamation Plan. Upon:

18 (a) the expiration, or

19 (b) the earlier termination of this Lease pursuant to Article 5,

20 Landlord will perform all reclamation required by Reclamation Plan.

21 **ARTICLE 8 - LANDLORD'S DISCLAIMERS AND EXCULPATORY PROVISIONS**

22 8.1 "As Is" Condition of Leased Premises. Tenant acknowledges that it is familiar
23 with the condition of the Leased Premises. The Leased Premises are leased by Landlord to
24 Tenant, and accepted by Tenant, in "AS IS" condition. Tenant's act of taking possession of the
25 Leased Premises pursuant to this Lease is conclusive evidence that Tenant accepted the Leased
26 Premises in then "AS IS" condition, and that the Leased Premises were in satisfactory condition
27 and working order at the time of commencement of Tenant's possession.

28 8.2 Delay In Delivery of Possession of Leased Premises. Landlord is not liable to
29 Tenant for any delay in delivery of possession of the Leased Premises to Tenant.

30 8.3 Landlord Not Liable For Costs to Prepare Leased Premises For Use By Tenant.
31 Landlord is not responsible for any work required to be done, or any costs or expenses associated
32 with, the preparation of the Leased Premises for Tenant's use. Without limiting the generality of

1 the preceding sentence, Landlord will not pay for the construction or improvement of a road to
2 and from the Leased Premises, or for any site improvements to the Leased Premises.

3 8.4 Landlord's Non-liability. As a material part of the consideration to be received by
4 Landlord under this Lease, Tenant assumes all risk of damage to property or injury to persons in
5 or upon the Leased Premises from any cause other than Landlord's gross negligence or
6 intentional act, and Tenant hereby waives all claims in respect thereof against Landlord.

7 8.5 Limitation of Remedies. **IN NO EVENT WILL LANDLORD BE LIABLE FOR ANY**
8 **INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF**
9 **ANTICIPATED PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION, OR ANY SIMILAR**
10 **CLAIM ARISING FROM LANDLORD'S BREACH OF THIS LEASE, EVEN IF LANDLORD HAS BEEN**
11 **ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES**
12 **NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

13 **ARTICLE 9 -TENANT'S AFFIRMATIVE OBLIGATIONS**

14 9.1 Tenant Liable For Costs to Prepare Leased Premises For Use By Tenant. Tenant
15 is responsible for all work required to be done, and costs incurred in connection with, the
16 preparation of the Leased Premises for Tenant's use.

17 9.2 Required Licenses. Throughout the Term Tenant will obtain and maintain in full
18 force and effect:

- 19 (a) a Town of Breckenridge Business and Occupational License Tax license; and
20 (b) a Town of Breckenridge Sales Tax License.

21 9.3 Utilities. Tenant will initiate, contract for, and obtain in its name, all utility
22 services required on the Leased Premises, including, but not limited to, water, gas, electricity,
23 telephone and internet, and Tenant will pay all charges for such services as they become due.
24 Landlord is not liable for any personal injury or property damage resulting from the negligent
25 operation or faulty installation of utility services provided for use on the Leased Premises, nor is
26 Landlord liable for any injury or damage suffered by Tenant as a result of the failure to make
27 necessary repairs to the utility facilities. Tenant is liable for any injury or damages to the
28 equipment or service lines of the utility suppliers that are located on the Leased Premises,
29 resulting from the negligent or deliberate acts of Tenant, or its members, agents or visitors. In
30 particular, Tenant is liable for any loss or damage due to freezing, stoppage, or blockage of water
31 pipes or plumbing fixtures on the Leased Premises.

32 9.4 Taxes.

33 (a) Possessory Interests. Pursuant to Section 39-3-105, C.R.S., all real or
34 personal property owned by Landlord is exempt from taxation. However, the parties

1 acknowledge that Tenant’s occupancy and use of the Leased Premises pursuant to this Lease
2 may be deemed to be a “taxable possessory interest” pursuant to Section 39-1-103(17)(a), C.R.S.

3 (b) Tenant To Pay Taxes. Tenant will pay all Taxes lawfully assessed arising
4 from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will
5 indemnify and defend Landlord from any such Taxes. Tenant will pay all Taxes in a timely
6 manner. Upon Landlord’s written request Tenant will provide to Landlord a photostatic copy of
7 the receipt(s) or cancelled check(s) showing payment of the Taxes. Tenant may pay any Taxes in
8 installments if permitted by law.

9 (c) Tenant’s Right to Contest Taxes. If Tenant is liable for the payment of any
10 Taxes arising from Tenant’s occupancy and use of the Leased Premises pursuant to this Lease,
11 Tenant may, at its sole expense, contest such Taxes by the commencement and prosecution, in
12 good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely
13 payment of such Taxes if Tenant loses the contest. Tenant will advise Landlord prior to
14 instituting any such contest and will as a condition of exercising such right provide Landlord
15 such reasonable assurance as it may request that such contest will be in compliance with the
16 provisions of this Section. Landlord, at Tenant’s sole cost and expense, will reasonably cooperate
17 with Tenant in any such contest; may join in the contest; and will execute and deliver such
18 documents and instruments as may be necessary or appropriate for prosecuting an effective
19 contest.

20 9.5 Maintenance And Snow Plowing.

21 (a) Tenant will, at its expense, keep and maintain the Leased Premises in as good
22 and sanitary a condition and state of repair as existed at the commencement of the Term.

23 (b) Tenant will, at its expense, provide all required maintenance and snow
24 plowing necessary to allow the Premises to be used by Tenant for the uses described in Section
25 2.2.

26 9.6 Signs. Tenant will not post, place, affix, erect, or display any sign within or
27 outside of the Leased Premises without Landlord’s prior approval. In considering Tenant’s
28 request to place a sign within or outside of the Leased Premises, Landlord acts in its capacity as
29 landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any
30 sign placed within or outside of the Leased Premises in violation of the portions of this Section.
31 In addition to obtaining Landlord’s discretionary permission as described above, Tenant must
32 also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant
33 will maintain all signs located within or outside of the Leased Premises in good, clean, and
34 attractive condition. Tenant will remove all signs placed by it within or outside of the Leased
35 Premises at the expiration or earlier termination of this Lease, and repair any damage or injury
36 caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant’s
37 expense.

1 9.7 Inspection And Entry. Landlord and Landlord’s authorized representatives may
2 enter the Leased Premises at all times during reasonable hours to inspect the Leased Premises.
3 Tenant further agrees that Landlord may go upon the Leased Premises at all times and:

4 (a) make any necessary repairs to the Leased Premises and perform any work
5 therein that may be necessary to comply with any laws, ordinances, rules or regulations of any
6 public authority or that Landlord may deem necessary to prevent waste or deterioration of the
7 Leased Premises;

8 (b) post any notice provided for by law; or

9 (c) otherwise protect any and all rights of Landlord,

10 all without any liability to Tenant for damages or any abatement of rent or Royalty.

11 Nothing in this Section implies or creates any duty on the part of Landlord to do any work that
12 under any provision of this Lease Tenant is or may be required to do, nor will it constitute a
13 waiver of Tenant’s default in failing to do such work. No reasonable exercise by Landlord of any
14 rights herein reserved will entitle Tenant to any damage or compensation of any kind from
15 Landlord for any injury, loss, damage, or inconvenience occasioned thereby, or to any abatement
16 of rent or Royalty.

17 9.8 Compliance With Laws. Tenant will, at its expense, comply with all laws,
18 ordinances, orders, and regulations of all governmental authorities with respect to the use of the
19 Leased Premises, including, but not limited to, the Town of Breckenridge “Noise Ordinance”
20 (Chapter 8 of Title 5 of the Breckenridge Town Code), as amended from time to time throughout
21 the Term. A judgment of any court or the admission of Tenant in any action or proceeding
22 against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law,
23 ordinance, requirement or order in the use of the Leased Premises will be conclusive of the fact
24 as between Landlord and Tenant.

25 9.9 Compliance With Air Quality Laws. Without limiting the generality of Section
26 9.8, Tenant will comply with all applicable federal, state, and local air quality laws, rules and
27 regulations in connection with its operations at the Leased Premises.

28 **ARTICLE 10 - TENANT’S NEGATIVE OBLIGATIONS**

29 10.1 Alterations. Tenant will not make any change, improvement, alteration, or
30 addition to the Leased Premises without the prior written consent of Landlord. Any permanent
31 change, improvement, alteration, or addition made by Tenant to the Leased Premises will
32 become the property of Landlord; will be considered as part of the Leased Premises; and will not
33 be removed from the Leased Premises by Tenant upon the expiration or earlier termination of
34 this Lease unless removal is ordered by Landlord. Tenant will not make any change,
35 improvement, alteration or addition to the Leased Premises without first having obtained a
36 “Development Permit” from Landlord, acting in Landlord’s governmental capacity.

1 10.2 Assignment And Subletting. Tenant will not assign, sublet, license, pledge,
2 encumber, or allow any other person or entity to occupy or use any or all of the Leased Premises
3 without first obtaining Landlord's prior written consent. Any assignment, sublease, license,
4 pledge or encumbrance without Landlord's prior written consent is voidable by Landlord and, at
5 Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of
6 the above acts will constitute a further waiver of the provisions of this Section.

7 If Landlord consents to an assignment, sublease, or license Tenant may be required, as a
8 condition of granting consent, to pay Landlord's reasonable costs incurred in considering the
9 proposed assignment, sublease, or license including, but not limited to, legal fees and credit
10 checks.

11 10.3 Assignment By Operation of Law. Neither this Lease nor any interest in this
12 Lease is assignable or transferable by operation of law. If:
13

14 (a) any proceeding under the Bankruptcy Code, or any amendment thereto, is
15 commenced by or against Tenant;

16 (b) Tenant is adjudged insolvent;

17 (c) Tenant makes any assignment for the benefit of creditors;

18 (d) a post-judgment writ of attachment or execution is levied on the leasehold
19 estate created by this Lease and not released or satisfied within 30 days thereafter; or

20 (e) a receiver is appointed for Tenant with authority to take possession or control
21 of the Leased Premises or the business conducted therein by Tenant,

22 then this Lease, at the option of Landlord, will immediately terminate and will not be treated as
23 an asset of Tenant.

24 10.4 Waste or Nuisance. Tenant will not commit, or permit to be committed on the
25 Leased Premises, any waste, any public or private nuisance, or any other act or thing prohibited
26 by law.

27 10.5 Liens. Tenant will not permit any lien to be filed against the Leased Premises
28 including, but not limited to, a lien arising out of any work performed, materials furnished, or
29 obligations incurred by Tenant. Prior to commencing the construction of any improvements upon
30 the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the
31 Leased Premises pursuant to Section 38-22-105, C.R.S.

32

1 **ARTICLE 11 - INSURANCE**

2
3 11.1 Tenant's Liability Insurance. Tenant will, at its expense, maintain public liability
4 insurance covering Tenant's operations on the Leased Premises with minimum combined single
5 limits of not less than \$1,000,000. Tenant's liability insurance policy will be endorsed to include
6 Landlord as an additional insured.

7
8 11.2 Worker's Compensation Insurance. Tenant will maintain at all times throughout
9 the Term worker's compensation insurance as required by Colorado law insuring the payment of
10 compensation to all its employees engaged in the performance of work at the Leased Premises.

11 11.3 Additional Insurance Provisions. Every insurance policy required by this Section
12 will be primary insurance, and any insurance carried by Landlord, its officers, or its employees,
13 or carried by or provided through any insurance pool of which Landlord is a member, will be
14 excess and not contributory insurance to that provided by Tenant. Tenant is solely responsible
15 for any deductible losses under its required insurance policies.

16 11.4 Insurance Criteria. Insurance policies required by this Lease will:

17 (a) be issued by insurance companies licensed to do business in the State of
18 Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in
19 the most current *Best's Insurance Reports* available at the time such insurance is to be procured;
20 and

21 (b) provide that the insurance cannot be cancelled or materially changed in the
22 scope or amount of coverage unless 30 days' advance notice is given to Landlord.

23 (c) Evidence of Insurance. Prior to the commencement of this Lease, and on each
24 subsequent renewal or replacement of the required insurance policies, Tenant will give to
25 Landlord a certificate of insurance evidencing compliance with the requirements of this Section.
26 All required insurance policies will be renewed or replaced and maintained by Tenant throughout
27 the Term to assure continuous coverage. If Tenant fails to give the required insurance certificate
28 within 10 days after notice or demand for it, such action will constitute a default under this
29 Lease, and Landlord may then proceed as provided in Article 14 of this Lease, and/or Landlord
30 may obtain and pay for that insurance and receive reimbursement from Tenant, together with
31 interest thereon at the rate of 12% per annum.

32 **ARTICLE 12 - INDEMNIFICATION**

33 12.1 Indemnification By Tenant. Tenant will indemnify and defend Landlord, its
34 officers, employees, insurers, and self-insurance pool, from all liability, claims, and demands, on
35 account of injury, loss, or damage, including, without limitation, claims arising from bodily
36 injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any
37 kind whatsoever, arising out of or in any manner connected with this Lease or Tenant's use or
38 possession of the Leased Premises pursuant to this Lease, except to the extent that such liability,

1 claim, or demand arises through the gross negligence or intentional wrongful act of Landlord, its
2 officers, employees, or agents, or Landlord's breach of this Lease. If indemnification is required
3 under this Section, Tenant will investigate, handle, respond to, and to provide defense for and
4 defend against, any such liability, claims, or demands at its expense, and bear all other costs and
5 expenses related thereto, including court costs and attorney fees.

6 12.2 Survival. The obligations of this Article will survive the expiration or termination
7 of this Lease.

8 **ARTICLE 13 - EMINENT DOMAIN**

9 13.1 Eminent Domain.

10 (a) Definitions. The terms "**eminent domain**," "**condemnation**", and "**taken**"
11 and related terms as used in this Section include any taking for public or quasi-public use and
12 private purchases in place of condemnation by any authority authorized by applicable law to
13 exercise the power of eminent domain.

14 (b) Entire Taking. If the entire Leased Premises are taken by eminent domain,
15 this Lease will automatically end on the earlier of:

16 (i) the date title vests; or

17 (ii) the date Tenant is dispossessed by the condemning authority.

18 (c) Partial Taking. If the taking of a part of the Leased Premises materially
19 interferes with Tenant's ability to continue its business operations in substantially the same
20 manner then Tenant may terminate this Lease on the earlier of:

21 (i) the date when title vests;

22 (ii) the date Tenant is dispossessed by the condemning authority; or

23 (iii) 60 days following notice to Tenant of the date when vesting or dispossession is to
24 occur.

25 Rent and Royalty will be paid to the date of the termination. If the taking of a part of the Leased
26 Premises does not materially interfere with Tenant's ability to continue its business operations in
27 substantially the same manner, then this Lease will terminate only as to part of the Leased
28 Premises taken, and the rent and Royalty will abate in proportion to the part of the Leased
29 Premises taken.

30
31 (d) Awards and Damages. Any compensation or damages paid by a condemning
32 authority will be divided between Landlord and Tenant as follows:

- 1 (i) Tenant is entitled to that portion of the compensation or damages that represents
2 the amount of Tenant's moving expenses, business dislocation damages, Tenant's personal
3 property and fixtures, and the unamortized costs of leasehold improvements paid for by Tenant;
4 and
- 5 (ii) the balance of such compensation or damages belongs to Landlord.

6 **ARTICLE 14 - DEFAULT**

7 14.1 Default By Tenant. The occurrence of any one or more of the following events
8 will constitute a default and breach of the Lease by Tenant:

9 (a) The vacating or abandonment of the Leased Premises by Tenant.

10 (b) The failure by Tenant to make any payment of Royalty, rent, or any other
11 payment required to be made by Tenant hereunder, as and when due, when such failure will
12 continue for a period of 10 days after service of written notice thereof by Landlord to Tenant.

13 (c) The failure by Tenant to observe or perform any of the other covenants,
14 conditions, or provisions of this Lease to be observed or performed by Tenant, or to obey rules
15 promulgated by Landlord, within 10 days after service of written notice thereof by Landlord to
16 Tenant. In the event of a non-monetary default that is not capable of being corrected within 10
17 days, Tenant will not be default if it commences correcting the default within 10 days of service
18 of a demand for compliance notice and thereafter corrects the default with due diligence.

19 (d) The making by Tenant of any general assignment or general arrangement for
20 the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged
21 bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy;
22 the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets
23 located at the Leased Premises or of Tenant's interest in this Lease; or the attachment, execution
24 or other judicial seizure of substantially all of Tenant's interest in this Lease.

25 14.2 Landlord's Remedies Upon Default. If Tenant is in default under this Lease,
26 Landlord has all of the remedies provided for in such circumstances by Colorado law.

27 14.3 Default By Landlord. Landlord will be in default under this Lease if Landlord
28 fails to comply with any of the terms, provisions, or covenants of this Lease within 10 days
29 following service of written notice thereof by Tenant. In the event of a non-monetary default that
30 is not capable of being corrected within 10 days, Landlord will not be default if Landlord
31 commences correcting the default within 10 days of receipt of notification thereof and thereafter
32 corrects the default with due diligence.

33 14.4 Tenant's Remedies Upon Default. If Landlord is in default under this Lease,
34 Tenant has all of the remedies provided for in such circumstances by Colorado law.

1 **ARTICLE 15 - NONDISTURBANCE**

2 15.1 Quiet Enjoyment. Subject to the terms and conditions of this Lease, Landlord
3 covenants that so long as the Royalty and any rent for the Leased Premises is paid as and when
4 due, and there is no default in any of the other covenants, conditions, or provisions of this Lease
5 to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy
6 the Leased Premises for the entire Term.

7 **ARTICLE 16 - LANDLORD’S RULES**

8 16.1 Rules. Tenant will faithfully observe and comply with any rules and regulations
9 promulgated by Landlord with respect to the Leased Premises. Landlord’s rules and regulations
10 must be reasonable, and may not unilaterally change or significantly alter the material terms and
11 conditions of this Lease. The rules and regulations, and any amendments thereto, will be binding
12 upon Tenant upon delivery to Tenant.

13 **ARTICLE 17 - HAZARDOUS MATERIALS**

14 17.1 Hazardous Materials - Prohibited. Tenant will full comply with all statutes, laws,
15 ordinances, rules, regulations, and precautions now or hereafter mandated or advised by any
16 federal, state, local, or other governmental agency with respect to the use, generation, storage, or
17 disposal of Hazardous Materials. Tenant will not cause, or allow anyone else to cause, any
18 Hazardous Materials to be used, generated, stored, or disposed of on or about the Leased
19 Premises without the prior written consent of Landlord, which consent may be revoked at any
20 time. Tenant’s indemnification of Landlord pursuant to this Lease extends to all liability,
21 including all foreseeable and unforeseeable consequential damages, directly or indirectly arising
22 out of the use, generation, storage, or disposal of Hazardous Materials at the Leased Premises by
23 Tenant, or any person claiming under Tenant, including, without limitation, the cost of any
24 required or necessary repair, cleanup, or detoxification and the preparation of any closure or
25 other required plans, whether such action is required or necessary prior to or following the
26 termination of this Lease, to the full extent that such action is attributable, directly or indirectly,
27 to the use, generation, storage, or disposal of Hazardous Materials by Tenant or any person
28 claiming under Tenant; provided, however, the written consent by Landlord to the use,
29 generation, storage, or disposal of Hazardous Materials will excuse Tenant from Tenant’s
30 obligation of indemnification. In the event Tenant is in breach of the covenants herein, after
31 notice to Tenant and the expiration of the earlier of:

32 (a) the cure period provided in Section 14.1(c);

33 (b) the cure period permitted under applicable law, regulation, or order,

34 then Landlord may, in its sole discretion, declare a default under this Lease and/or cause the
35 Leased Premises to be freed from the Hazardous Material and the cost thereof will be deemed
36 additional rent hereunder and will immediately be due and payable from Tenant. The obligations
37 of Tenant under this Section will survive the expiration or termination of this Lease.

1 **ARTICLE 18 - MISCELLANEOUS**

2 18.1 Attorneys Fees/Costs. If any action is brought in a court of law by either party to
3 this Lease concerning the enforcement, interpretation, or construction of this Lease, the
4 prevailing party, either at trial or upon appeal, is entitled to reasonable attorney's fees, as well as
5 costs, including expert witness' fees, incurred in the prosecution or defense of such action.

6 18.2 Notices. All notices required or permitted under this Lease must be given by
7 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial
8 carrier delivery, or by telecopies, directed as follows:

9 If intended for Town to:

10
11 Town of Breckenridge
12 P.O. Box 168
13 150 Ski Hill Road
14 Breckenridge, Colorado 80424
15 Attn: Town Manager
16 Telecopier number: (970)547-3104
17 Telephone number: (970)453-2251
18

19 with a copy in each case (that will not constitute notice) to:

20
21 Timothy H. Berry, Esq.
22 Timothy H. Berry, P.C.
23 131 West 5th Street
24 P. O. Box 2
25 Leadville, Colorado 80461
26 Telecopier number: (719)486-3039
27 Telephone number: (719)486-1889
28

29 If intended for Tenant to:

30
31 Alpine Rock Company
32 14802 West 44th Avenue
33 Golden, Colorado 80403
34
35 Telecopier number: (303)279-6216
36 Telephone number: (303)279-6611
37

38 Any notice delivered by mail in accordance with this Section will be effective on the third
39 business day after having been deposited in any post office or postal box regularly maintained by
40 the United States postal service. Any notice delivered by telecopier in accordance with this
41 Section will be effective upon receipt if concurrently with sending by telecopier receipt is

1 confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt
2 requested, on the same day to the intended recipient. Any notice delivered by hand or
3 commercial carrier will be effective upon actual receipt. Either party, by notice given as provided
4 above, may change the address to which future notices may be sent. The provisions of this
5 Section does not apply to any notice or demand that is required to be served in a particular
6 manner by applicable law; any such notice or demand will be served as required by law
7 notwithstanding the provisions of this Section. E-mail is not a valid way to give notice under this
8 Lease.
9

10 18.3 Complete Agreement. It is understood and agreed that this Lease contains the
11 complete and final expression of the agreement between the parties, and there are no promises,
12 representations, or inducements except as are herein provided. All negotiations, considerations,
13 representations, and understandings between the parties related to this Lease are contained
14 herein.

15 18.4 Amendment. This Lease may not be modified except by a written Lease signed by
16 both Landlord and Tenant. Oral modifications of this Lease are not permitted.

17 18.5 Captions. The headings of the sections and paragraphs contained in this Lease are
18 for convenience only and do not define, limit, or construe the contents of the articles, sections
19 and paragraphs.

20 18.6 Waiver. The failure of either party to exercise any of such party's rights under
21 this Lease is not a waiver of those rights. A party waives only those rights specified in writing
22 and signed by the party waiving such rights.

23 18.7 Severability. If any provision of this Lease is held to be invalid, illegal, or
24 unenforceable in any respect, the validity, legality and enforceability of the remaining provisions
25 contained in this Lease and the application hereof will not in any way be affected or impaired
26 thereby.

27 18.8 Force Majeure. Neither party will be liable to the other for any failure, delay, or
28 interruption in the performance of any of the terms, covenants, or conditions of this Lease due to
29 causes beyond the control of that party including, without limitation, strikes, boycotts, labor
30 dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of
31 superior governmental authority, weather conditions, floods, riots, rebellion, terrorism, sabotage
32 or any other circumstance for which such party is not responsible or that is not in its power to
33 control.

34 18.9 Advances By Landlord For Tenant. If Tenant fails to do anything required to be
35 done by it under the terms of this Lease (other than a failure to make the payments to Landlord
36 herein required) Landlord may, at is sole option, but without any obligation to do so, do or
37 perform such act or thing on behalf of Tenant, and in doing so Landlord will not be deemed to be
38 a volunteer; provided, however, that before exercising its rights under this Section Landlord must
39 give notice to Tenant as provided in Section 18.2, and afford Tenant not less than five days from

1 the giving of such notice within which to do or perform the act required by Tenant. Upon
2 notification to Tenant of the costs incurred by Landlord Tenant will promptly pay to Landlord
3 the full amount of costs and/or expenses incurred by Landlord pursuant to this Section, together
4 with interest thereon at the rate of 12% per annum.

5 18.10 Governmental Immunity. Landlord is relying on, and does not waive or intend to
6 waive by any provision of this Lease, the monetary limitations (presently \$150,000 per person
7 and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the
8 Act, as from time to time amended, or any other limitation, right, immunity or protection
9 otherwise available to Landlord, its officers, or its employees.

10 18.11 No Adverse Construction Based On Authorship. Each of the parties stipulate and
11 agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to
12 be construed against either party by virtue of such party having drafted this Lease.

13 18.12 Landlord's Consent. Except as otherwise expressly provided to the contrary in
14 this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent,
15 such consent may be granted, withheld, or conditionally approved in Landlord's sole and
16 absolute discretion.

17 18.13 Authority. The individual executing this Lease on behalf of Tenant represents
18 and warrants to Landlord that he or she has all requisite power and authority to bind Tenant and
19 to cause Tenant to fully perform its obligations under this Lease.

20 18.14 Third Parties. There are no third party beneficiaries of this Lease.

21 18.15 Lease Not To Be Recorded. This Lease **MAY NOT BE RECORDED** with the
22 Clerk and Recorder of Summit County, Colorado.

23 18.16 Time of Essence. Time is of the essence of this Lease.

24 18.17 Governing Laws; Venue; Waiver of Jury Trial. The laws of the State of Colorado
25 (without regard to its conflict of laws principles) will govern the interpretation, validity,
26 performance, and enforcement of this Lease. Any litigation brought to interpret or enforce this
27 Lease must be commenced in the state courts of Summit County, Colorado. **BOTH PARTIES**
28 **WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET, OR CONSTRUE THIS**
29 **AGREEMENT.**

30 18.18 Non-Discrimination; Compliance With Applicable Laws. Tenant:

31 (a) will not discriminate against any employee or applicant for employment to
32 work at the Leased Premises because of race, color, creed, sex, sexual orientation, religion,
33 national origin, or disability;

1 (b) will insure that applicants who are to work at the Leased Premises are
2 employed and that employees are treated during employment without regard to their race, color,
3 creed, sex, sexual orientation, religion, national origin, or disability;

4 (c) will in all solicitations or advertisements for employees to be engaged in the
5 performance of work at the Leased Premises state that all qualified applicants will receive
6 consideration for employment without regard to race, color, creed, sex, sexual orientation,
7 religion, national original or disability; and

8 (d) will comply with all applicable federal, state, and local laws, rules and
9 regulations. Without limiting the generality of the foregoing, Tenant will comply with the
10 applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, et seq. (Public
11 Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory
12 agency. The indemnification and termination provisions of this Lease apply to Tenant's failure to
13 comply with all applicable laws or regulations.

14 18.19 No Partnership. Landlord is not a partner, associate, or joint venturer of Tenant in
15 the conduct of Tenant's business at the Leased Premises. Tenant is an independent contractor
16 without the right or authority to impose tort or contractual liability upon Landlord.

17 18.20 Survival. All unperformed agreements and obligations contained in this Lease
18 will survive the expiration or earlier termination of the Lease, and after the expiration or earlier
19 termination of this Lease the parties will continue to be bound by this Lease until all of their
20 respective obligations hereunder have been performed or satisfied.

21 18.21 Binding Effect. The covenants, conditions, and obligations herein contained
22 extend to, bind, and inure to the benefit of, not only the parties hereto, but their respective
23 successors and permitted assigns.

24 18.22 Annual Appropriation. Notwithstanding anything herein contained to the
25 contrary, Landlord's financial obligations under this Lease are subject to an annual appropriation
26 being made by the Town Council of the Town of Breckenridge, Colorado in an amount sufficient
27 to allow Landlord to perform its obligations hereunder. If sufficient funds are not appropriated,
28 this Lease may be terminated by either party without penalty. Landlord's obligations hereunder
29 do not constitute a general obligation indebtedness or multiple year direct or indirect debt or
30 other financial obligation whatsoever within the meaning of the Constitution or laws of the State
31 of Colorado.

32 18.23 Incorporation of Exhibit. The attached **Exhibit "A"** is incorporated into this
33 Lease by reference.

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LANDLORD:

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
Timothy J. Gagen, Town Manager

ATTEST:

Town Clerk

TENANT:

ALPINE ROCK COMPANY, a Colorado
corporation d/b/a APC CONCRETE

By: _____

Title: _____

Exhibit "A"

LEGAL DESCRIPTION OF LEASED PREMISES

[TO BE INSERTED]

Exhibit "A"

MEMO

TO: Town Council
FROM: Town Attorney
RE: Hendrix Lode Claim Resolution
DATE: September 18, 2012 (for September 25th meeting)

At the last Council meeting the Council authorized the staff to work with the County to purchase the Hendrix Lode from the Gertrude E. Young Trust for \$65,000.

A standard Option Agreement for the property has been prepared, and has been signed by all parties, including the Town Manager.

It is necessary for the Town Council to ratify the Town Manager's signature on the Option Agreement. A proposed resolution to do that, as well as to approve the Option Agreement, is included with this memo.

I will be happy to discuss this matter with you on Tuesday.

1 ***FOR WORKSESSION/ADOPTION – SEPT. 25***

2
3 A RESOLUTION

4
5 SERIES 2012

6
7 A RESOLUTION RATIFYING AND APPROVING A REAL ESTATE OPTION
8 AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE, THE BOARD OF COUNTY
9 COMMISSIONERS OF SUMMIT COUNTY, AND THE GERTRUDE E. YOUNG TRUST
10 (Hendrix Lode, M.S. #3845)

11
12 WHEREAS, the Town of Breckenridge and the Board of County Commissioners of
13 Summit County (“**County**”) desire to enter into an Option Agreement granting to the Town and
14 the County the right and option to acquire the interest of The Gertrude E. Young Trust in the
15 Hendrix Lode, M.S.# 3845 in Summit County, Colorado; and

16
17 WHEREAS, an Option Agreement between the Town, the County, and The Gertrude E.
18 Young Trust has been prepared, a copy of which is marked **Exhibit “A”**, attached hereto, and
19 incorporated herein by reference (“**Agreement**”); and

20
21 WHEREAS, the Town Council has reviewed the proposed Agreement, and finds and
22 determines that it would be in the best interests of the Town and its residents for the Town to
23 enter into the Agreement; and

24
25 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a
26 resolution may be used to approve a contract; and

27
28 WHEREAS, the Agreement has previously been executed by the Town Manager on
29 behalf of the Town, and it necessary and appropriate for the Town Council to ratify the previous
30 execution of the Agreement by the Town Manager.

31
32 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
33 BRECKENRIDGE, COLORADO, as follows:

34
35 Section 1. The Option Agreement between the Town, the County, and The Gertrude E.
36 Young Trust (**Exhibit “A”** hereto) is approved, and the Town Manager’s previous execution of
37 such Option Agreement for and on behalf of the Town of Breckenridge is ratified, confirmed and
38 approved.

39
40 Section 2. At such time as the Town Manager is advised by the Town Attorney that it is
41 appropriate to do so, the Town Manager is authorized, empowered, and directed to give notice of
42 the exercise of the option granted to the Town by the Agreement prior to the deadline provided
43 for in the Agreement, and thereafter to take all necessary and appropriate action to close the
44 purchase of the real property contemplated by the Agreement. In connection therewith, the Town
45 Manager has full power and authority to do and perform all matters and things necessary to the

1 purchase and acquisition of the property described in the Agreement, including but not limited,
2 to the following:

- 3
4 1. The making, execution, and acknowledgment of extension
5 agreements, settlement statements, closing agreements and
6 other usual and customary closing documents; and
7
8 2. The performance of all other things necessary to the
9 acquisition of the subject property by the Town.

10
11 Section 3. This resolution is effective upon adoption.

12
13 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2012.

14
15 TOWN OF BRECKENRIDGE

16
17
18
19 By: _____
20 John G. Warner, Mayor

21
22 ATTEST:

23
24
25
26
27 _____
28 Town Clerk

29
30 APPROVED IN FORM

31
32
33
34 _____
35 Town Attorney date

OPTION AGREEMENT

Date: September 14, 2012

SELLER: Gertrude E. Young Trust
Gertrude E. Young, Trustee
10046 E. Hummingbird Lane
Apache Junction, AZ 85118-4625

c/o Steve West
100 South Ridge Street, Suite 204
Po Box 588
Breckenridge, CO 80424
swest@westbrown.com

PURCHASER: Board of County Commissioners of Summit County, Colorado (undivided 50% interest)
P.O. Box 68
Breckenridge, CO 80424

Town of Breckenridge (undivided 50% interest)
P.O. Box 168
Breckenridge, CO 80424

(Collectively referred to as "**Purchaser**")

In consideration of the sum of \$100.00 (one hundred dollars) paid to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby gives and grants to Purchaser the exclusive option to purchase the following real estate located in Section 29 of Township 6 South, Range 77 West, Summit County, Colorado, to wit:

The Hendrix Lode, M.S. #3845

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon in their present condition and free of encumbrances, except as herein provided (collectively the "Property").

If Purchaser decides to purchase the Property, Purchaser must notify Seller on or before **September 28, 2012** (Notification Date) which notice must be in writing and sent by email with read receipt, registered or certified mail, or delivered personally. Such notice shall be effective when mailed or delivered to Seller at the address set forth above. The total purchase price of the Property shall be \$65,000.00 which shall be paid as follows:

\$100.00 in the form of a check provided with this Option Agreement and as part payment of purchase price.

\$500.00 in the form of a check, as an earnest money deposit and part payment of purchase price. Said earnest money payment will be deposited in escrow with a title company with offices in Summit County chosen by Seller when purchase notice is given and shall be paid to Seller at the time of closing.

\$64,400.00 plus closing costs customarily split equally between Seller and Purchaser; to be paid by Purchaser at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds).

If the Option is not exercised on or before the Notification Date, the option money paid hereunder will not be refunded to the Purchaser, but shall be retained by the Seller, and all obligations of both the Purchaser and the Seller arising under this Option Agreement shall terminate.

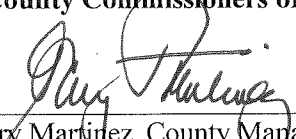
In the event the option is exercised, the Property will be transferred and the closing will take place upon the following terms and conditions:


1. The purchase price shall include all minerals appurtenant to the Property and owned by Seller.
2. Seller will furnish to Purchaser, at Seller's expense, a current commitment for owner's title insurance policy in an amount equal to the purchase price on or before seven (7) days after Purchaser notifies Seller of its intent to purchase the Property. Copies of all documents referred to in the title commitment shall be provided to Purchaser, at Seller's cost, along with the commitment. Purchaser shall have the right to inspect the title commitment and provide Seller written notice of unmerchantability of title or of any other unsatisfactory title condition shown by the title documents prior to closing. If any unsatisfactory title condition is not corrected prior to closing, then Purchaser shall have the option to terminate this contract and demand and receive the return of all monies paid hereunder.
3. Seller will furnish, at Seller's expense, an ALTA title insurance policy to Purchaser at closing or as soon thereafter as possible pursuant to the title commitment accepted by Purchaser. Such title policy shall have owner's extended coverage (title insurance with standard exceptions deleted and including gap coverage) at Seller's expense, provided, however, this paragraph shall not require Seller to procure a new survey of the Property.
4. The date of closing shall be on or before **October 31, 2012**. The location, date and time of closing shall be designated by Seller and Purchaser upon mutual agreement. The title company's costs of performing the closing shall be split equally between Purchaser and Seller.
5. Seller shall convey merchantable title to the Property by a good and sufficient special warranty deed, free and clear of all taxes and encumbrances, except as provided for in Paragraph 7 below. If title is not merchantable, or if the Property should be damaged prior to closing, the Purchaser may elect to demand and receive the return of all monies paid hereunder. In the event Purchaser demands and receives the return of all monies paid hereunder pursuant to this paragraph number 5, all obligations of both Purchaser and Seller as set forth in this Option Agreement shall terminate.
6. Any real estate commission due upon the sale of the Property to Purchaser shall be paid by Seller. Purchaser represents to Seller that it is not a party to a contract which requires the payment of any real estate commission upon sale of the Property to Purchaser.
7. At the time of closing on the Property, Seller shall warrant that the Property is free and clear of any liens, encumbrances and other matters, except for easements, rights-of-way, restrictions and mineral reservations accepted by Purchaser pursuant to Paragraph 2 above, and except for taxes and assessments for the year of closing. Taxes, as determined by the current levy and assessment, assessments, and all pre-paid items shall be apportioned to the date of closing when the deed and possession of the Property shall be delivered to Purchaser.

8. During the term of this Contract the Purchaser, its agents, employees, contractors, and engineers, shall have the right from time to time to enter upon the Property at their risk for the purpose of inspecting the same and conducting surveys, engineering studies, borings, soil tests, investigations, feasibility studies and the like. Within a reasonable time after such entries Purchaser shall, to the extent practicable, restore the Property to its prior condition. The Purchaser agrees to indemnify and save the Seller harmless from all claims arising by reason of such entries.
9. Seller represents that Seller has no knowledge of any hazardous materials or environmental contamination on the Property. Purchase is subject to a Phase I environmental assessment satisfactory to Purchaser of hazardous substances and conditions being completed by Purchaser or its agent at Purchaser's expense prior to closing, and a finding that there are no hazardous substances or conditions on the Property. If notice is not provided to Seller by Purchaser on or before five days prior to closing then this provision shall be deemed to have been met.
10. In the event of a default hereunder by Purchaser, all obligations of both Purchaser and Seller arising under this Option Agreement shall terminate and Seller shall be entitled to keep the option money without accounting to Purchaser therefor, and if the option to purchase has been exercised by Purchaser and the Earnest Money has been deposited in escrow, the title company holding such escrow shall deliver such Earnest Money to Seller and Seller shall be entitled to keep and retain such Earnest Money without accounting to Purchaser therefor. In the event Seller defaults under the terms and conditions hereof, Purchaser may demand and receive the return of the option money and earnest money paid hereunder, or Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to an action for specific performance of this contract or damages, or both. In the event a civil action is filed regarding the terms of this contract, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees.
11. This option proposal shall expire unless accepted in writing by Seller, as evidenced by Seller's signature below, and Purchaser receives notice of such acceptance on or before **September 19, 2012**. Signatures by telefax or electronic signatures are acceptable for all purposes. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.
12. Seller shall not be obligated to cure any unsatisfactory title condition or environmental condition pertaining to the Property that is identified by Purchaser pursuant to Paragraphs 2 or 9 above. Purchaser's remedy for any such unsatisfactory condition that is not cured by Seller shall be the termination of this Option Agreement as provided for herein.

[Signatures on Following Pages]

PURCHASER
Board of County Commissioners of Summit County, Colorado

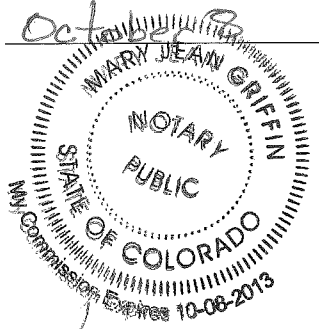
By: 
Gary Martinez, County Manager
Date: 9/14/12

Approved as
to form

Legal


STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this 14 day of September, 2012, Gary Martinez, as County Manager of Summit County, Colorado.

My commission expires October 8, 2013. Witness my hand and official seal.



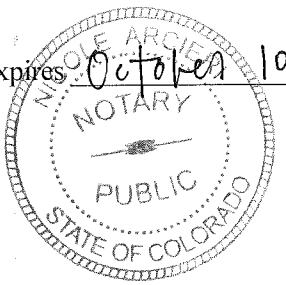

Notary Public

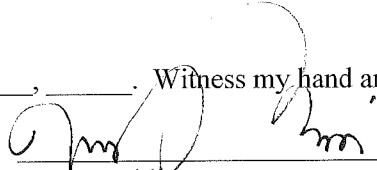
Town of Breckenridge
By: 
Timothy J. Gagen, Town Manager
Date: 9/14/12

STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this 14 day of September, 2012, by Timothy J. Gagen as Town Manager of the Town of Breckenridge.

My commission expires October 10, 2015. Witness my hand and official seal.




Notary Public

SELLER

Gertrude E Young Trust

By: Stephen C. West as Attorney-in-Fact
for Gertrude E Young, Trustee

STATE OF Colorado)
County of Summit)

The foregoing instrument was acknowledged before me this 17th day of September, 2012, by Gertrude E. Young Stephen C. West, as Attorney-in-Fact for Gertrude E. Young, Trustee of the Gertrude E. Young Trust.

My commission expires 3-31-2015, . Witness my hand and official seal.

Ann M. Wallace
Notary Public



MEMORANDUM

To: Town Council

From: Chris Neubecker, Current Planning Manager

Date: September 19, 2012

Re: Town Council Consent Calendar from the Planning Commission Decisions of the September 18, 2012, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF September 18, 2012:

CLASS C APPLICATIONS:

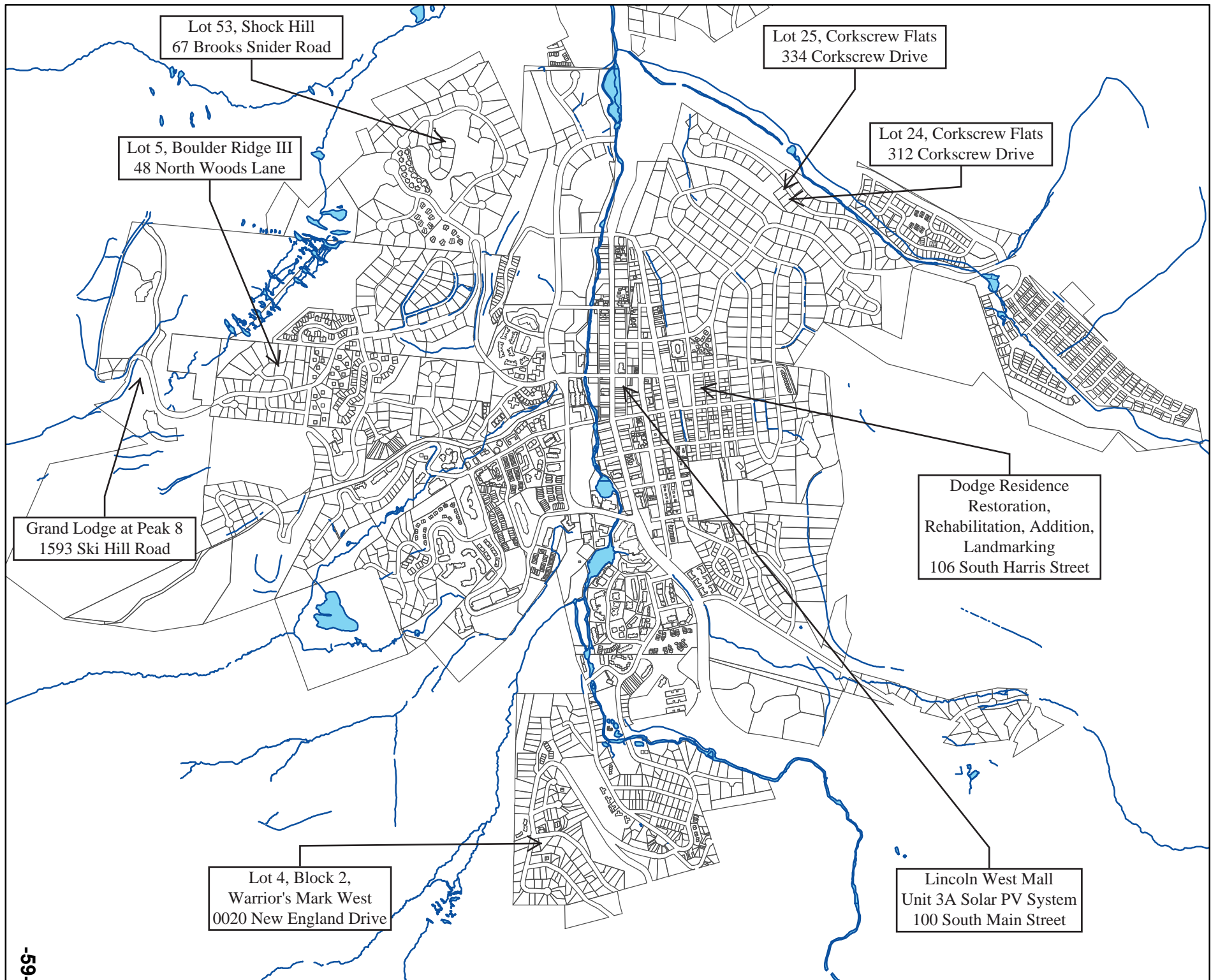
- 1) Lot 4, Block 2, Warrior's Mark West (MGT) PC#2012069; 0020 New England Drive
New duplex residence with a total of 6 bedrooms, 6.5 bathrooms, 4,286 sq. ft. of density and 5,395 sq. ft. of mass for a F.A.R. of 1:3.00. Approved.
- 2) Lot 24, Corkscrew Flats (MGT) PC#2012071; 312 Corkscrew Drive
New single family residence with 4 bedrooms, 3.5 bathrooms, 3,156 sq. ft. of density and 3,821 sq. ft. of mass for a F.A.R. of 1:4.20. Approved.
- 3) Lot 25, Corkscrew Flats (MGT) PC#2012072; 334 Corkscrew Drive
New single family residence with 4 bedrooms, 3.5 bathrooms, 3,259 sq. ft. of density and 3,902 sq. ft. of mass for a F.A.R. of 1:4.20. Approved.
- 4) Lot 5, Boulder Ridge III (MGT) PC#2012073; 48 North Woods Lane
New single family residence with 4 bedrooms, 4.5 bathrooms, 2,889 sq. ft. of density and 3,464 sq. ft. of mass for a F.A.R. of 1:6.30. Approved.
- 5) Lincoln West Mall Unit 3A Solar PV System (CN) PC#2012076; 100 South Main Street
6.46 kilowatt photovoltaic solar electric energy system on the roof of the Lincoln West Mall. Continued to a future Planning Commission Meeting.
- 6) Lot 53, Shock Hill (CN) PC#2012077; 67 Brooks Snider Road
New single family residence with 5 bedrooms, 5 full plus two half baths, 4,937 sq. ft. of density and 5,793 sq. ft. of mass for a F.A.R. of 1:3.75. Approved.

CLASS B APPLICATIONS:

None.

CLASS A APPLICATIONS:

None.



Lot 53, Shock Hill
67 Brooks Snider Road

Lot 25, Corkscrew Flats
334 Corkscrew Drive

Lot 5, Boulder Ridge III
48 North Woods Lane

Lot 24, Corkscrew Flats
312 Corkscrew Drive

Grand Lodge at Peak 8
1593 Ski Hill Road

Dodge Residence
Restoration,
Rehabilitation, Addition,
Landmarking
106 South Harris Street

Lot 4, Block 2,
Warrior's Mark West
0020 New England Drive

Lincoln West Mall
Unit 3A Solar PV System
100 South Main Street



NOT TO SCALE

printed 4/12/2011

Breckenridge South

Town of Breckenridge and Summit County governments
assume no responsibility for the accuracy of the data, and
use of the product for any purpose is at user's sole risk.



PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Kate Christopher	Gretchen Dudney	Jim Lamb
Dan Schroder	Trip Butler	Eric Mamula
David Pringle		
Gary Gallagher, Town Council Liaison		

APPROVAL OF AGENDA

With no changes, the September 18, 2012 Planning Commission meeting agenda was approved unanimously (7-0).

APPROVAL OF MINUTES

With no changes, the September 4, 2012 Planning Commission meeting minutes were approved unanimously (7-0).

CONSENT CALENDAR:

1. Lot 4, Block 2, Warrior's Mark West (MGT) PC#2012069; 0020 New England Drive

Mr. Mamula: Wanted to make sure that prior to proceeding that there was not an issue with a duplex approved in same neighborhood 9 years ago with someone on the agenda today. Can't recall exactly what the issue was. Want to make sure we don't have the same issue here.

Mr. Neubecker responded that the HOA was comfortable with PC moving on with it.

2. Lot 24, Corkscrew Flats (MGT) PC#2012071; 312 Corkscrew Drive
3. Lot 25, Corkscrew Flats (MGT) PC#2012072; 334 Corkscrew Drive
4. Lot 5, Boulder Ridge III (MGT) PC#2012073; 48 North Woods Lane
5. Lincoln West Mall Unit 3A Solar PV System (CN) PC#2012076; 100 South Main Street

Mr. Mamula: Staff question regarding the context of visual impact from Ridge Street. (Mr. Neubecker: The Main Street façade is the most important. Because of the elevation difference, Exchange parking lot, it is going to be visible from the east. If we moved panels west or north, they would still be visible. If Planning Commission feels otherwise we can talk more in a call up hearing.)

Mr. Pringle: Policy states solar panels should not be highly visible from public right-of-way. (Mr. Neubecker: We try to write these policies generally. Due to elevation of Ridge Street, it will be seen. In the historic and conservation districts we try and hide/screen these when possible.) In the larger scope of adding solar gardens, this is a good opportunity to encourage people to put solar in historic district. (Mr. Neubecker: We will encourage using the solar gardens; but solar gardens not guaranteed thing yet; going with site on Stillson first, but the solar panels, they are sold out. Not all property owners will be able to buy into solar gardens.)

Mr. Gallagher: Towns' position that it could lay off from its own panels, to allow others to buy in, if we had citizens that would care to. My view would be that Breckenridge could give some panels to private citizens to purchase.

Mr. Pringle: I would like to discuss this later; have the Town back off on our panels.

Mr. Mamula: Moving the array further north would potentially make the profile smaller; is that an option? (Mr. Neubecker: That's a possibility; I don't know if it would make a difference from the east.) This is a fairly big impact from a relatively busy street in the district; just want to look at every possible way to reduce its visibility. Just curious about potential. (Mr. Neubecker: Let's see if we have questions on anything else on the agenda.)

6. Lot 53, Shock Hill (CN) PC#2012077; 67 Brooks Snider Road

Mr. Pringle made a motion to call up the Lincoln West Mall Unit 3A Solar PV System, PC#2012076, 100

South Main Street. Mr. Mamula seconded and the motion was approved unanimously (7-0).

With no requests for any other call ups, the remainder of the Consent Calendar was approved as presented.

TOWN COUNCIL REPORT:

Mr. Gallagher:

I think that the Planning Commission has the toughest job in town. Not only do you have to know the code but you have to apply fairness. I just wanted to thank each of you for your hard work; you truly make a difference for our community. Additional thank you to Mr. Mamula after 8 years on council and 7 years on commission, and continues to make this strong panel better. Thank you.

At our last Council Meeting, the Council members reviewed the Planning Commission minutes concerning moving of historic structures; everyone feels that the Planning Commission and Staff are heading in the right direction that there should be a difference between primary and secondary structures. The multipliers should be somewhat similar on the positive and negative side. Council feels that Planning Commission is moving in the right direction. We can discuss it more at our combined meeting. (Mr. Schroder: We appreciate your feedback; it is good for us to know.)

Call Up Hearing for the Lincoln West Mall Unit 3A Solar PV System (CN) PC#2012076; 100 South Main Street:

Mr. Neubecker reviewed solar installation, roof plan, photos, etc. Staff feels like these are in a good location is recommending approval. Mr. Eric Westerhoff, Agent for Applicant, presented and answered questions.

Commissioner Questions / Comments:

Ms. Dudney: Did you do any photos from Ridge Street? (Mr. Neubecker: Yes, I would imagine that they are visible from Ridge Street.)

Mr. Schroder: And the red line (in the photograph) is 8 feet? (Mr. Westerhoff: That is the height of the array. The reason why we want them at 35 degrees is that to put them flat on the roof would cause freeze issues. Snow actually sheets off at this angle. The setbacks are what drove the location.) (Mr. Neubecker: Could the panels move to the north? What would the impact be?) (Mr. Westerhoff: I believe that the engineering would allow it, about 25 feet; it would be then more visible from Lincoln and from down Main Street.)

Mr. Mamula: Would there be much glare? (Mr. Westerhoff: There is rarely glare off of the panels; it is tempered glass like a windshield.)

Mr. Pringle: Could it be canted a little more to the west and get the same solar? Orient more with the barrel vault? (Mr. Westerhoff: We have orientation and tilt angle to consider; we would have to spread the load out, but it's possible. Once we hit magnetic south, we have +/- 20 degrees. If we have an opportunity, we prefer east for morning sun.)

Mr. Lamb: Advantage; would it be possible to go with two sets of racks, lower in height? (Mr. Westerhoff: Yes, it's more expensive but achievable.) If we could get into that 35' setback we could break the arrays into two rows.

Mr. Schroder: Definition in historic preservation; have we surpassed that?

Mr. Lamb: That is the grey area that we are discussing.

Ms. Dudney: On page 52A; may be appropriate if they are designed for minimal impact; so I personally think it is allowable within the code; I agree with the question of "can it be approved upon?"

Mr. Mamula: Did we receive comment from public? (Mr. Neubecker: No. Class C permit applications do not require public notice. Screening or reducing visibility; can it be reduced? Maybe a

small fence or wall could be added to screen from the east? We have primary facades of Main and Lincoln; we've shown that it won't be highly visible from those streets. Potentially visible from Ski Hill Road and Ridge Street. We do not consider it highly visible; it isn't five feet from the edge of the building. Probably the best location as is; maybe you could put it further south, but we feel that it is in a fairly good condition. Preference order in the code doesn't account for every situation. We wrote that ordinance to guide but otherwise we felt that it does meet the code and that they've gone through preference order and it meets code.)

Ms. Christopher: The code allows for it under Policy 5; I would like it half the height and double the rows.

Mr. Mamula: I disagree with Staff on the right-of-way. This is a multiple façade building; it exposes it to a right-of-way. It's a pretty big impact; when this was written it was a big struggle; was written for the residential in historic district. It would be nice to see some options to move it back into the 35 feet setback area. While it might be a Class C, the neighbors should be informed; it would have been nice to have comment from the public.

Mr. Butler: Highly visible from Ridge Street; option of lowering height and doubling rows (except for more holes in the roof), but I agree; it would be nicer to see a lower profile.

Mr. Lamb: I'm struggling with whether or not it is against code or not; the picture from Ridge Street though you can clearly see it. I love solar, and could live with it, but would like it broken into two; might be a good precedent to set. I could live with it the way it is as well.

Mr. Pringle: Historically, how much snow does that roof carry? I don't believe that the code contemplated this type of application; they were thinking flush mounted solar on roofs; we weren't thinking about arrays on the roof. If there is any way that we can minimize the impact; if you could break that up. (Mr. Westerhoff: We'd probably be going from 8' to 5' tall.) We struggle so much with roof lines; I would think this is like a 32"-36" billboard would be worth consideration.

Ms. Dudney: The language in the code does allow it; if we find that we have concerns with the code, then we need to change the code. I would like to see this go forward with the allowance that the Applicant work with the Staff to minimize the impact but not be visible from Lincoln Street.

Mr. Schroder: I would like to see it less than 8 feet as well, but I would mimic what Ms. Dudney said. I would pass it as presented and hope that we look at this code, so that when we get the next one we have a better framework from which to work. (Mr. Neubecker: You could approve, deny or continue this application and get some additional plans to see the options if we split this up into two rows.) (Mr. Millisor, Applicant: We would be willing to continue this application to a later date.)

Mr. Lamb made a Motion to continue the Lincoln West Mall Unit 3A Solar PV System, PC#2012076, 100 South Main Street to the next scheduled Planning Commission meeting. Mr. Mamula seconded and the motion was carried unanimously (7-0).

PRELIMINARY HEARINGS:

1. Dodge Residence Restoration, Rehabilitation, Addition, Landmarking (CN for MM) PC#2012074; 106 South Harris Street

Mr. Neubecker presented on behalf of Mr. Mosher. The Applicant proposes to restore and add a full basement to the historic house, move the historic shed, and build a one-story addition to the south rear portion (existing non-historic portion) of the house. At the last worksession on the project, the Planning Commission was supportive of:

- Removing the attached outhouse (that had once been separate) and providing a new connector in lieu of using the outhouse for a connector.
- Placing the outhouse in the side yard, making it more visible.
- Moving the shed towards the north property line to allow a garage to be built.

- Removing the tree along the alley and mitigating its loss.

At this preliminary review, Staff is identifying negative fifteen (-15) points:

- Policy 5/R (-5 points) for relocating the barn and removing the outhouse to accommodate development.
- Policy 9/R (-9 points) for not meeting three suggested building setbacks.
- Policy 33/R (-1) point for heating the parking area.

A total of positive thirteen (+ 13) points are anticipated at this time:

- Policy 18/R (+2 points) for screening the parking from public view.
- Policy 22/R (+2) points for the Landscaping (part of the plantings are to mitigate the loss of the existing tree off the alley).
- Policy 24/R (+9 points) for the restoration/rehabilitation efforts.

This proposal is for an addition that respects the context of the historic house, but not the historic barn. The historic structures will be repaired and stabilized. Staff believes this proposal is off to a good start, but does not show a strong passing score yet.

Staff welcomed any additional comments from the Commission and suggested the proposal return for another hearing.

Ms. Janet Sutterley, Architect for the Applicant.

Reviewed the points pointing out the connector links, the shed/barn and the work session question which was using the outhouse as the connector. We decided to disconnect the two; we discovered that the outhouse used to be connected to the shed but that they were not originally one building. We would like to switch the outhouse with the spruce tree. We are relocating the shed to the NE corner of the lot, reason was for improved visibility of the shed; the real issue was the sandwiching the shed between two buildings. In moving it to the NE corner we are not changing the context and we are correcting some scale issues; this location works nicely with the shed on the neighboring lot. You can still see it from Harris Street and it will be visible from the alley. The other reason is the shed is really close to the yellow building, so by moving the shed up to NE corner, we are going to see much more of the historic fabric, and we'll see the whole south side and the west side will be restored.

There were two other trees in the front yard; parking couldn't be in the front yard, and Staff decided on the two blue spruce trees to replace the removal of the lodge pole; this is a separate deal than the trees we were already putting in. I am not double dipping on that. The idea is to make the barn look different with vertical siding than the original house, maybe with some logs on the bottom. I'm not going to argue about the negative five points; however, on the restoration points, Staff is recommending + 9 instead of +12 because of changing the historical context of the site. We do feel like we are being double dipped because we are moving the shed. My argument is that we are not changing the context by moving to the corner of the lot.

Commissioner Questions / Comments:

Mr. Mamula: Would you just walk me through the historic versus the new? (Ms. Sutterley explained.)

Mr. Pringle: Are you going to change the use of the shed by connecting to it? (Ms. Sutterley: Yes, it will become a bedroom and the alley side will remain as a shed.)

Ms. Dudney: Do you agree that the Staff analysis of the double dipping is consistent with other projects before us? (Ms. Sutterley: Yes, in the past 6 months they are following suit.)

Mr. Schroder opened the hearing to Public Comment:

Mr. George Hoff: We are building on the empty lot next door; these are going to be our neighbors. I would like to express our support for this project and say that they have done a good job balancing 3 things. Preserving the history here, people need to be able to develop these properties to make them work with current usage of that land and we are happy that they are trying to mitigate the look of that unfortunate two story building to the south.

There was no further public comment, and the hearing was closed.

Staff had the following questions for the Commission:

1. Did the Commission believe the proposed connectors meet the intent of Priority Policy 80A?
Ms. Dudney: Yes.
Mr. Pringle: Yes.
Mr. Lamb: Yes.
Mr. Schroder: Similar place as the other Commissioners. Yes; as it is presented.
Mr. Butler: Yes.
Mr. Mamula: Yes, I would agree. I think that Ms. Sutterley makes an excellent point about context. There is an exception in the design standards, moving it out of a setback. It would be nice if this was farther down the line; I think the project and the connectors work. I would say the only thing about the whole project that made me question the landscaping was taking the double dip on the trees; good project. I like how it is moving along.
Ms. Christopher: Yes. Regarding the connector element, I would be more comfortable with the connector element with connecting historic to historic. I feel like it connects it in a modern way (if it were a barbell design it would fit better).
2. Did Commission support having two 12-foot tall Engelmann spruce trees planted to replace the loss of the existing 18-inch Lodgepole?
Ms. Dudney: Yes.
Mr. Pringle: Yes.
Mr. Lamb: Yes.
Mr. Schroder: Yes.
Mr. Butler: Yes.
Mr. Mamula: Yes.
Ms. Christopher: Yes.
3. Did the Commission support the height of the new addition with the 43-foot setback from the front of the historic house?
Ms. Dudney: Yes.
Mr. Pringle: Yes.
Mr. Lamb: Yes.
Mr. Schroder: Yes.
Mr. Butler: Yes.
Ms. Christopher: Yes.
4. Did the Commission believe the west elevation of the addition (facing Harris Street) meets the intent of the Historic Standards with regard to the window openings and design?
Ms. Dudney: Yes.
Mr. Pringle: Yes.
Mr. Lamb: Yes.
Mr. Schroder: Yes.
Mr. Butler: Yes.
Mr. Mamula: Yes.
Ms. Christopher: Yes it meets code however the two small windows are a bit modern.
5. Would the Commission support an 18-inch encroachment into the absolute setbacks for both the sides and the rear yard setbacks?

Ms. Dudney: Yes.

Mr. Pringle: Yes. It seems like we are pushing the envelope on everything we can on this; if we can tighten up this stuff, it might be good.

Mr. Lamb: Yes.

Mr. Schroder: Yes.

6. Did the Commission believe moving of the barn will not substantially alter the structure's historic context?

Ms. Dudney: Yes.

Mr. Pringle: Yes. I don't believe that it changes context, but changing the use of the shed might be; if you hadn't put the bedroom/bathroom in there, I would have bit off on no negative points.

Mr. Lamb: Yes.

Mr. Schroder: Yes.

Mr. Butler: Yes.

Mr. Mamula: Yes.

Ms. Christopher: Yes.

7. Would the Commission support assigning negative one (-1) point for heating the parking space off the alley?

Ms. Dudney: Yes.

Mr. Pringle: Yes.

Mr. Lamb: Yes.

Mr. Schroder: Yes.

Mr. Butler: Yes.

Mr. Mamula: Yes.

Ms. Christopher: Yes.

8. Did the Commission support awarding positive two (+2) points for parking at the back of the lot away from public view?

Ms. Dudney: Yes.

Mr. Pringle: Yes.

Mr. Lamb: Yes.

Mr. Schroder: Yes.

Mr. Butler: Yes.

Mr. Mamula: Yes.

Ms. Christopher: Yes.

9. Would the Commission support awarding positive nine (+9) points for the restoration efforts?

Ms. Dudney: Yes; because that is consistent with what we have done and encourage the Applicant to wait the Town's code revision.

Mr. Pringle: Yes.

Mr. Lamb: Yes.

Mr. Schroder: Yes.

Mr. Butler: Yes.

Mr. Mamula: Yes.

Ms. Christopher: Yes.

10. Would the Commission recommend to Town Council that this historic structure be locally landmarked?

Ms. Dudney: Yes.

Mr. Pringle: Yes.

Mr. Lamb: Yes.

Mr. Schroder: Yes.

Mr. Butler: Yes.

Mr. Mamula: Yes.

Ms. Christopher: Yes. Outhouse should be pulled back as far as possible.

2. Grand Lodge at Peak 8 (CN for MM) PC#2012075; 1593 Ski Hill Road

Mr. Neubecker presented on behalf of Mr. Mosher. The Applicant proposes to construct an 80 unit (each with lock-off) interval ownership resort condo-hotel at the base of Peak 8 at the Breckenridge Ski Resort.

Changes From the Previous Submittal

Since the last review, the applicants obtained feedback from the Engineering Department that Skiwatch Drive was too steep to utilize as access for the building. Also, the applicants have addressed the access points for emergency services and support service vehicles with this site plan. This submittal includes a comprehensive set of design development documents indicating preliminary density, mass, room count, parking, architecture, and circulation.

The current drawings show the highest point on the building to be 77-feet, measured to the mean of the roof. Five stories equal 62-feet. With the building shown at 77-feet (about 6 ½ stories tall), negative fifteen (-15) points shall be incurred at final review.

- Did the Commission believe that the submitted plans follow the intent of the Master Plan for stepping the building forms down at the edges and for minimizing visual impacts adjacent to Skiwatch Condos?
- Did the Commission find that the building meets the intent of the Master Plan, to reduce the height and density at the ends of Peak 8?

With this review, we are looking at providing the applicant with feedback for some key issues associated with the site plan. Specifics on the architecture, site drainage, and other policies will be addressed at the next review. We have the following questions for the Planning Commission and welcome any additional feedback.

1. Did the Commission believe that the building height and density are reduced at the ends of the Peak 8 Base as required by the Master Plan?
2. Did the Commission believe that the submitted plans follow the intent of the Master Plan for stepping the building forms down at the edges?
3. Did the Commission believe that the submitted plans follow the intent of the Master Plan for minimizing visual impacts adjacent to Skiwatch Condos?
4. Did the Commission believe the glass connector between the building masses deviates enough from the Master Plan to warrant changing?

Mr. Rob Millisor, Applicant and Mr. Matt Stais, Architect for this Applicant, were present.

Mr. Stais: Thanks to Commission and Staff; our co-applicants from Vail Resorts are here as well as Mr. Millisor. I'd like to review the context and site. Spoke briefly about the stepping of the site and provided site orientation of the subject project. Reviewed the prior entry into the subdivision per the June Meeting, and in the interim discovered that the drive didn't meet grading requirements and reworked the entry. This keeps vehicular traffic away from the ski resort. Also the glass link has been lowered which is one level below the lobby; this was because of Town requirements to change the access, and we feel that it is a stronger design. After discussion with Mr. Neubecker, we broke the building into three 'areas'. The old entrance will now be a roof garden at grade at the second floor level for barbeque, etc., for the guests as an effective break between the buildings. Reviewed the design from the 2005 Master Plan and used it as their 'starting point' and then switched to the amended view study of this year. I had the building stepped down on the ends; that is up for discussion as well.

Addressing the questions from the Staff Report: There is a bit of balancing between the stepping and corner elements; we do have steeply pitched roofs and we feel like we meet the intent; the glass piece is evolving, but we can modulate that to incorporate your suggestions.

Commissioner Questions / Comments:

- Ms. Dudney: In the work session review in June, we had some rather vague sketches, and I need to understand the case for why you believe the edges step down and the height of the project. (Mr. Stais: We tried to work with the existing 2005 Master Plan; we feel like our massing is similar to what was approved in that plan. What makes a 3 ½ story building? The way that the Town counts it, we are over the 5 stories. In Phase 2 there are 5 stories in the middle; Phase 3 is 4 stories in the middle and we had it stepping down; the 4th floor plan shows that it was stepping down on the ends and it kind of wraps around the east side. This is certainly 3 ½ to 4 stories on this side. On the 5th floor there is nothing in Phase 3; to me that is 4 ½ stories.)
- Mr. Schroder: Thanks for your clarification. With respect to Page 97, and minimizing impacts specifically to Skiwatch Condos, do you feel like going from 5 stories to 4 stories at that intersection meeting that note? (Mr. Stais: The letter of the Master Plan, we meet the wording in the Master Plan. I think your question is more about intent; I feel like that has more to do with the building massing and location than the pitch of the roofs. We have tried to pull the buildings away from the ski run for our purposes but also to give some relief to Skiwatch; we also put in an angle to give some relief in that lower portion.)
- Mr. Pringle: Could we look at the massing model in 2005 Master Plan? There seems to be a lot more relief from Skiwatch Condos in these; I think that this (master plan) is more what we anticipated. When we look at your massing models, you have a much bigger building and it is a lot closer to Skiwatch Condos. I think these needs to be addressed; there seems to be a large deviation between the 2005 plan and your plan. (Mr. Stais: I don't think most people would expect there to be landscaping right by the Rocky Mountain Chair; that is the level that this goes to. We are trying to make this more realistic to accommodate more slope slide plaza. We need the room for the guest amenities.) I think that when we went through the Master Plan process we were very sensitive to the Skiwatch Condos.) (Mr. Millisor: The 2005 plan doesn't contemplate a courtyard that would actually work. Our plan is realistic.) (Mr. Stais: The location of 804 is a future and fixed condition.) This is probably a good solution for you but I don't know if it is a good solution for Skiwatch.
- Mr. Butler & Ms. Christopher: Making Phase 1 and Phase 2 more like Phase 3? (Mr. Stais: It's a possibility; I'd have to look at it.) (Mr. Millisor: Our massing did not change from the June meeting; we think that this is a much better design than squeezing the skier experience at the plaza; that's why the design is where it is.)
- Mr. Schroder: How many units are in Phase 1? (Mr. Stais: There are 29 in Phase 1; 22 in the Phase 2 and 29 in Phase 3.)
- Mr. Pringle: What constitutes "guest services" square footage as mass/density in condo-hotel? (Mr. Neubecker: Through the Development Agreement, some of those amenities will not count as density; since that is currently listed in the Master Plan as density; we need to do a revision to the Master Plan.) Why are we making that distinction? (Mr. Neubecker: That is a question for the Town Council. Some of these are non-income producing areas.) I thought that we contemplated those needs and those additional guest services when we approved the Master Plan? Were they not taken out of the density? (Mr. Neubecker: I agree with you, but things have changed; now they are looking at their business model and they have approached the Council to get that changed.) I thought that we contemplated a lot of these things. (Mr. Neubecker: I will let you ask the Applicant that question.)
- Ms. Christopher: Page #108, Elevation #3: What is the distance of the two big roofs? What are the roof line lengths? (Mr. Stais: The very top is 125' in Phase 1 and Phase 2 (south building); north side

Phase 3 is 105' estimated.)

Mr. Schroder opened the hearing to public comment.

Mr. Richard Himmelstein (Lives in One Ski Hill Place and building a home on Peak 8 Circle across the street): If we go back to the 2005 Master Plan and remove Building 804, there are only 2 other buildings there. Part of the fit test is that they've added an extra building. When Mr. Neubecker was explaining the stepping down, One Ski Hill was the flag ship. What he described was that everything was supposed to step down from One Ski Hill. Each of those 3 buildings should only be 3 ½ to 4 stories. If you go to view slide #7/8 (from Architect's presentation), as you're coming from Peak 7 the building that they are building is substantially higher than One Ski Hill Place (3 stories taller). I notice as well in view #4 that you removed Baldy Mountain. The reason why it appears taller is that this grade is much higher than One Ski Hill so it looks massive. (Mr. Himmelstein offered something from his architect which offered a shadow line over Skiwatch Drive because of the proximity of this property to Skiwatch Drive.) For this road to be in the shade all day, it will be treacherous all winter. This proposed lodge does not meet the Master Plan; too much program for the size of the site. The building is big and tall and is only 22 feet off of the road. I don't think that this is what Breckenridge is. It also shadows my property. They have added an extra building to the site. They need to reconfigure this site; maybe even share amenities and move off of that lot line. I did my due diligence before I bought my property, and was assured that the Master Plan would be followed. This clearly does not follow the Master Plan and I'm just hopeful that the Commission will follow it. Do you want me to get into more detail? I also want to say that 3 other owners in our Skiwatch HOA are also opposed to this; we support redevelopment of this site, we just want this one reworked. When I look at One Ski Hill Place, it steps down on all sides, and it doesn't look like this project has any stepping down.

Mr. Roman Nowakowsky (Owns a condo at Skiwatch): The building does not follow the Master Plan in height and just about everything. When Mr. Stais was explaining the height, he missed the two lower floors in saying that there is just 4 ½ floors in Phase 1. I would hope that the Planning Commission takes into consideration the fit called for in the Master Plan.

Ms. Brenda Culhane (Skiwatch owner): I speak for myself and 38 owners of Skiwatch. If you look at the photos, Skiwatch is dwarfed by this massive structure. If you're saying that it is the same as Skiwatch that is unacceptable. I did want to reiterate to stick to the Master Plan which says that the future building could not be more than 3 ½ stories. In effect, there is this huge structure right in front of Skiwatch. Please use good judgment. It isn't that we are against development; you're a great company. The problem is the structure and the density. One Ski Hill place, you can actually hear the smoke stacks of the utilities, so I think we have to take into consideration the noise that will be generated from this project.

Ms. Brooke Roberts (lived in Summit County for 21 years): I am speaking as a community member. I worked with the BRC for many years promoting Breckenridge with Breckenridge Grand Vacations. I see both perspectives and all of my experiences have been positive with Breckenridge Grand Vacations. I do believe that they use quality contractors and employees and give a lot back to the community. These properties bring many visitors to our area and a variety of options with the fractional ownership offerings. The proposed development will provide more economic assistance. I am a little worried about Peak 8 skier congestion. I think that this will add more options for visitors for ski in and ski out properties and with the amenities it will be an amazing experience. Many of my friends have stayed with Grand Vacations. They are team players, and they will work with the other condo project owners. I think that they will make it work. Maybe Skiwatch could have a membership for the amenities in this building.

Mr. Randy Gibbons (lived here since 1992): I think what the Millisors have here is good for the entire community. I think that it's important that these time shares take a bigger role and will bring additional

income to the real estate market. They are outstanding in the community and good for the merchants. It's also great for destination skiers; it will bring in more transfer tax, etc.

Mr. Dick Carlton (Small business owner 30+years): I echo what Brooke and Randy indicate. I also appreciate what the condo owners are saying. I was involved in some of the Master Plan in 2005 and I think we really made a good effort when we put a lot of density up on Peak 8. I trust the Millisor team but we all need to put this in perspective, that we are putting a higher density onto the ski area, which is what we thought that we doing when we worked on the Master Plan.

There was no further public comment, and the hearing was closed.

Commissioner Questions / Comments (Continued):

- Ms. Dudley: I'd like to show what we saw at the last session. The pencil sketch of 3 ½ stories. View #1 of aerial from SE from June 2012; the comparison is page 107 of current Staff report. As one of the public said, it looks significantly denser and no drop off. I think this sketch was done in good faith, but it did not appear as dense as it does today. I see 3 stories on the end by Skiwatch with the level below, and 4 ½ at the peaks at the roof.
- Ms. Christopher: I see that this is a perspective view difference not a difference in height. (Mr. Neubecker: Let's get our comments to the Applicant so that they can take everything into account.)
- Ms. Dudley: To be in compliance with the Master Plan, they need to step down on the southern building.
#1. If you're looking at it from Ski Hill Rd it appears to step down if you assume that Phase 1 is hidden.
#2. I agree with Mr. Mosher's report that the buildings need to step down more at the edges.
#3. I like the glass connector; it bothers me to hear about the icy conditions on Skiwatch Road but the Master Plan created that problem.
- Mr. Pringle: I don't think anyone should take assurances from a work session because they are not advertised or attended by the public. It's more of an introduction to the project.
#1. One Ski Hill was going to be the premier place and everything was to scale back from that; I can't say that this does that. I don't believe that it meets the intent of the plan.
#2. The buildings haven't stepped down enough. There is a long roof line towards the center of these buildings; I think that code says 50' long rooflines should be interrupted.
#3. I think that we were trying to avoid disrespecting existing buildings in the Master Plan; so that we would preserve Skiwatch's views and site as much as possible. They should be able to expect that we will do the best we can to preserve their views as much as we can. I think that was the intent of the Master Plan at the time.
#4. We will wait to see how the glass connector goes.
- Mr. Stais: We are going to now redefine what we call skier services so that it doesn't count against mass, because these buildings have just become so much bigger than what we anticipated and the additional mass that goes with it. However, those buildings are not going to be small. We made that decision a long time ago. To this point, we have achieved that. This just seems to be too much. If we could bring it down a little, how much is public space or guest space; there has to be more work.
- Mr. Lamb: This project is an evolution; there will be more meetings and no decisions made tonight. Our intention up there was to have a base area which will be dense. Our intent was to put density where we have services.
#1. At the bottom of 8 is higher; you have to go pretty low to meet the wording on the Master Plan.
#2. No they do not step down enough.
#3. No one wants anything built next to Skiwatch; everyone has the right to develop

responsibly. I have faith in the Architect and Applicant and it does seem massive to me and we have time to explore options. The circulation opens up some options.

Ms. Christopher: #1. The buildings have not been stepped down; that is not drawing a line across a slice of the picture. In my eyes if the middle building is 4 stories the perimeter buildings have to step down. It needs to be cut down. If we do step it down like the Master Plan, then we are eliminating problems with shadows and view corridors; however I know that the Town is in favor of lots of density here. In the Master Plan it says step down. The roof lines need to be broken up more; like One Ski Hill place as well as tapering off at the ends. The lobby area between the two buildings helps create less density; in favor of glass or roof top garden. I like the terraced courtyard, and maybe hinge the buildings away a little bit more.

Mr. Mamula: You've done a lot of good in the community. All those pictures at the end were drawn in the Master Plan by the ski area. The town just approved them; I know that they are bubbles, but the idea at the time was intensity in the center and less on the outside. It still has to fit; right now I don't think that this is your best effort. You do great stuff. The code calls for a 50' roof line, and these are 125'. The buildings need to step down; the 3D drawings are supposed to show you what the buildings are going to look like, and I think that there are ways to skin this thing. I would love to see a shadow study. The Master Plan did not create shadows on that road. The buildings there are taller than what was predicated by the Master Plan. I think you should do a shadow study to counter Mr. Himmelstein. I can't take off of these drawings what the glass connector adds or doesn't.

Mr. Butler: I think that the intent from the Master Plan shows a difference experience. Your views are going to be blocked for certain, but the real conundrum is the building right next to you. I think you must step down the buildings, and I don't have a lot of problem with the glass connector.

Mr. Schroder: The end doesn't meet the original plan; they just don't step down enough at the edges. The visual impacts to Skiwatch are the tragedy of the project; up until now you've had this bonus. And now you have the developer who has the right to develop his property; so recognizing the previous pushes to work on minimizing the damage and as far as the connector eliminate, I like it and it breaks up these masses. It does reflect natural materials, and the glass actually gives us views of real natural views.

OTHER MATTERS:

Mr. Neubecker: We are continuing to work on a possible fieldtrip to Steamboat Springs on Wednesday, October 17, 2012 looking at base development. We could potentially go to Aspen to see Historic District on another trip.

ADJOURNMENT:

The meeting was adjourned at 10:24 p.m.

Dan Schroder, Chair



Scheduled Meetings, Important Dates and Events

Shading indicates Council attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge, unless otherwise noted.

SEPTEMBER 2012

Tuesday, September 25; 3:00/7:30 p.m. Second Meeting of the Month

OCTOBER 2012

Tuesday, October 9, 2012; 3:00/7:30 p.m. First Meeting of the Month

Friday, October 12; Fatty's Coffee Talk

Tuesday, October 23; 3:00/7:30 p.m. Second Meeting of the Month

Tuesday, October 30; One Ski Hill Place; 8:00am-5:00pm Town Council Budget Retreat

NOVEMBER 2012

Tuesday, November 13, 2012; 3:00/7:30 p.m. First Meeting of the Month

Friday, November 9; TBD Coffee Talk

Tuesday, November 27; 3:00/7:30 p.m. Second Meeting of the Month

OTHER MEETINGS

1 st & 3 rd Tuesday of the Month; 7:00 p.m.	Planning Commission; Council Chambers
1 st Wednesday of the Month; 4:00 p.m.	Public Art Commission; 3 rd floor Conf Room
2 nd & 4 th Tuesday of the Month; 1:30 p.m.	Board of County Commissioners; County
2 nd Thursday of every other month (Dec, Feb, Apr, June, Aug, Oct) 12:00 noon	Breckenridge Heritage Alliance
2 nd & 4 th Tuesday of the month; 2:00 p.m.	Housing/Childcare Committee
2 nd Thursday of the Month; 5:30 p.m.	Sanitation District
3 rd Monday of the Month; 5:30 p.m.	BOSAC; 3 rd floor Conf Room
3 rd Tuesday of the Month; 9:00 a.m.	Liquor Licensing Authority; Council Chambers
4 th Wednesday of the Month; 9:00 a.m.	Summit Combined Housing Authority
4 th Wednesday of the Month; 8:30 a.m.	Breckenridge Resort Chamber; BRC Offices
4 th Thursday of the Month; 7:00 a.m.	Red White and Blue; Main Fire Station
3 rd Monday of the Month; 1:00 p.m.	Breckenridge Marketing Advisory Committee; Breck PD Training Room

Other Meetings: CAST, CML, NWCCOG, RRR, QQ, I-70 Coalition

Memorandum

TO: Town Council
FROM: Tom Daugherty, Public Works Director
DATE: September 19, 2012
RE: 2013 CIP

Attached is the draft Capital Improvement Plan (CIP) for fiscal year 2013. It includes a five year plan that runs through 2017.

As we have before there is a sheet that has all the projects for 2013 that are divided into and "A" list and "B" list. The "A" list are projects that will be funded and constructed. The "B" list is for potential projects that have not been funded. This year we have only one project on the "B" list which is the skate board park at the Recreation Center.

The Five Year Plan shows the projects that are planned for years.

Staff will go over the plan at the budget retreat on October 30, 2012.

**DRAFT
CAPITAL IMPROVEMENT PLAN
2013-2017**

**For the Year Ending
December 31, 2013**

**Presented To:
Breckenridge Town Council**

John Warner, Mayor

**Wendy Wolfe
Mark Burke
Mike Dudick**

**Ben Brewer
Gary Gallagher
Jennifer McAtamney**

**Presented by:
Tim Gagen, Town Manager**

Capital Improvement Plan Summary for 2013

	A list			B List	Total of A & B Projects
	Other Funding	Capital Fund	Total cost		
Administration					
Riverwalk Center Master Plan	0	???	???	0	0
TOTAL	0	0	0	0	0

Recreation

Rec Center Upgrades	0	0	0	400,000	400,000
Artificial Turf Field*	350,000	535,000	885,000	0	885,000
TOTAL	350,000	535,000	885,000	400,000	1,285,000

Public Works

Roadway Resurfacing	0	400,000	400,000	0	400,000
Main Street/Riverwalk	0	800,000	800,000	0	800,000
SH 9 Median Landscaping	0	465,000	465,000	0	465,000
McCain MP/Implementation	65,000	0	65,000	0	65,000
Harris Street Community Building**	4,675,000	2,475,000	7,150,000	0	7,150,000
Town Hall Improvements	0	100,000	100,000	0	100,000
Four O'clock Roundabout	0	150,000	150,000	0	150,000
Heated Sidewalks	0	65,000	65,000	0	65,000
TOTAL	4,740,000	4,455,000	9,195,000	0	9,195,000

Community Development

Public Art Commission	0	90,000	90,000	0	90,000
Arts District Improvements*	50,000	560,000	610,000	0	610,000
TOTAL	50,000	650,000	700,000	0	700,000

GRAND TOTAL	5,140,000	5,640,000	10,780,000	400,000	11,180,000
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Funding Sources

	Other Funding	Capital Fund	Total Funds
Current Revenue/Reserves	-	5,608,000	5,608,000
McCain Revenues	65,000		65,000
Harris St - County funds & fund raising	4,675,000		4,675,000
Grants for Turf Field	350,000		350,000
Grant for Robert Whyte House	50,000		50,000
Conservation Trust Transfer	32,000		32,000
TOTAL	5,172,000	5,608,000	10,780,000

* Indicates that staff will be applying for grants

** \$250,000 has been previously funded in 2012 for a total project budget of \$7,400,000

Five Year Capital Improvement Plan Summary 2013 to 2017

Dept/Project	2013	2014	2015	2016	2017	TOTAL
Administration						
Riverwalk Center Master Plan	???	-	-	-	-	-
TOTAL	-	-	-	-	-	-

Recreation						
Rec Center Upgrades	400,000	-	-	-	-	400,000
Artificial Turf Field*	885,000	-	-	-	-	885,000
Rec Ctr Renovation	-	-	1,000,000	1,000,000	625,000	2,625,000
Water Slide Replacement	-	-	130,000	-	-	130,000
TOTAL	1,285,000	-	1,130,000	1,000,000	625,000	4,040,000

Public Works						
Utility Undergrounding	-	200,000	-	200,000	-	400,000
Roadway Resurfacing	400,000	420,000	440,000	460,000	480,000	2,200,000
Main Street/Riverwalk	800,000	600,000	-	-	-	1,400,000
SH 9 Median Landscaping	465,000	-	-	-	-	465,000
McCain MP/Implementation	65,000	65,000	65,000	65,000	65,000	325,000
Harris Street Community Building**	7,150,000	-	-	-	-	7,150,000
Town Hall Improvements	100,000	100,000	100,000	-	-	300,000
Four O'clock Roundabout	150,000	-	-	-	-	150,000
Heated Sidewalks	65,000	65,000	65,000	50,000	-	245,000
Blue River Reclam/ACOE	-	6,750,000	-	-	-	6,750,000
Coyne Valley Road Bridge	-	-	1,500,000	-	-	1,500,000
Childcare Facility #2	-	-	-	-	250,000	250,000
Solar Buy Out	-	-	-	500,000	-	500,000
Core Parking Lot Improvements	-	-	-	150,000	2,000,000	2,150,000
S. Park Avenue Underpass	-	-	-	-	1,650,000	1,650,000
Gondola Lot Development Partnership	-	-	-	-	1,000,000	1,000,000
TOTAL	9,195,000	8,200,000	2,170,000	1,425,000	5,445,000	26,435,000

Community Development						
Public Art Commission	90,000	50,000	50,000	50,000	50,000	290,000
Arts District Improvements*	610,000	760,000	540,000	400,000	-	2,310,000
Blue River Corridor*	-	500,000	-	-	-	500,000
TOTAL	700,000	1,310,000	590,000	450,000	50,000	3,100,000

GRAND TOTAL	11,180,000	9,510,000	3,890,000	2,875,000	6,120,000	33,575,000
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Funding Sources						
Current Revenue/Reserves	5,608,000	7,413,000	3,793,000	2,778,000	4,823,000	24,415,000
McCain Royalties	65,000	65,000	65,000	65,000	65,000	325,000
CDOT-S.Park Underpass	-	-	-	-	1,200,000	1,200,000
Harris St - County funds & fund raising	4,675,000	-	-	-	-	4,675,000
Grants Turf	350,000	-	-	-	-	350,000
Grants Arts District	50,000	50,000	-	-	-	100,000
Army Corps of Engineers (ACOE)	-	1,750,000	-	-	-	1,750,000
Denver Water Agreement	-	200,000	-	-	-	200,000
Conservation Trust Transfer	32,000	32,000	32,000	32,000	32,000	160,000
Total	10,780,000	9,510,000	3,890,000	2,875,000	6,120,000	31,425,000

* Indicates that staff will be applying for grants

**Town of Breckenridge
Capital Improvement Plan**

Project Name Riverwalk Center Improvements
Department: Administration
Division: Events & Communications
Scheduled Start: 2013
Schedule Completion: 2013

Description:

This project would be to implement improvements identified by the master plan study that will be completed in December of 2012. The Study will identify the project and a schedule for implementation.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	0	0		0	0
Total	0	0	0		0	0

Project Costs	2013	2014	2015	2016	2017	Total
Design and Construction	0	0	0		0	0
Total	???	0	0		0	0

**Town of Breckenridge
Capital Improvement Plan**

Project Name Recreation Center Upgrades
Department: Recreation
Division: Recreation Center
Scheduled Start: 2010
Schedule Completion: 2014

Description:

The Recreation Center was built in 1991. The annual operating budget provides for most of the required routine maintenance from year to year. However, at this stage in the useful life of the facility, some major repairs and replacements need to be undertaken that are outside the scope of the operating budget. A facility assessment was completed in 2006 that identified and prioritized needs so we can plan more specifically for these major repair projects. The only remaining item from the original list that is not completed is the skate park resurfacing/upgrades for a total of approximately \$400,000.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	400,000	0	0	0	0	400,000
Total	400,000	0	0	0	0	400,000

Project Costs	2013	2014	2015	2016	2017	Total
Design and Construction	400,000	0	0	0	0	400,000
Total	400,000	0	0	0	0	400,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Artificial Turf Field
Department: Recreation
Division: Recreation Center
Scheduled Start: 2012
Schedule Completion: 2012

Description:

In 2007, Summit County ballfield providers jointly contracted for a comprehensive ballfield assessment. This identified long-term maintenance and improvement needs, as well as possible future construction or field expansions. One recommendation was possible construction of a new field, or a synthetic turf field, in Breckenridge. The Summit Recreational Fields Steering Committee is continuing to discuss the long-term options for new or relocated ballfields. To date, research is showing limited affects of altitude on synthetic turf. Maintenance costs are about equal when considering expenses to plow turf fields for an extended season. However, there is an environmental consideration. The Kingdom Park multi-pitch field requires 4 million gallons of water per year plus thousands of dollars worth of pesticides. Synthetic turf requires no water, no pesticides, and is made from recycled materials. A synthetic turf field could easily extend play at Kingdom Park by 2-3 months, plus increase use hours during the peak summer playing season. The Town has applied for a grant for GOCO and expects to know if we are successful by the end of the year.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	535,000	0	0	0	0	535,000
GOCO Grant	350,000	0	0	0	0	350,000
Total	885,000	0	0	0	0	885,000

Project Costs	2013	2014	2015	2016	2017	Total
Design and Construction	885,000	0	0	0	0	885,000
Total	885,000	0	0	0	0	885,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Recreation Center Renovation
Department: Recreation
Division: Recreation Center
Scheduled Start: 2013
Schedule Completion: 2015

Description:

The Recreation Center was built in 1991. In 2006, a programming and use assessment was conducted to identify and prioritize future projects. This included major maintenance issues as well as facility use issues. The facility use assessment determined areas of renovation and expansion in order to meet both current and future needs of the community. Issues identified include aquatics expansion, rewiring/reconfiguring the lobby and pro shop space, expanding programs (fitness & strength training, youth), and other miscellaneous improvements (storage, administrative space, etc.). The following figures are submitted as placeholders to spread possible projects out over 3 years. This project is on hold pending approval from Council.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	0	1,000,000	1,000,000	625,000	2,625,000
Total	0	0	1,000,000	1,000,000	625,000	2,625,000

Project Costs	2013	2014	2015	2016	2017	Total
Design and Construction	0	0	1,000,000	1,000,000	625,000	2,625,000
Total	0	0	1,000,000	1,000,000	625,000	2,625,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Water Slide Replacement
Department: Recreation
Division: Recreation Center
Scheduled Start: 2015
Schedule Completion: 2015

Description:

The Water slide in the Recreation Center is nearing its life expectancy and will need to be replaced. The caustic environment accelerates the deterioration of the structural elements of the slide which causes the need for the replacement.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	0	130,000	0	0	130,000
Total	0	0	130,000	0	0	130,000

Project Costs	2013	2014	2015	2016	2017	Total
Design and Construction	0	0	130,000	0	0	130,000
Total	0	0	130,000	0	0	130,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Undergrounding of Overhead Utilities
Department: Public Works
Division:
Scheduled Start: On Going
Schedule Completion:

Description:

This project is to underground all of the overhead utility lines in Town. This project is funded through the general fund in conjunction with a 1% excise tax charged on Breckenridge residents' power bills. If the franchise agreement is extended, the project will continue until all overhead lines are placed underground.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	200,000		200,000		400,000
Total	0	200,000	0	200,000	0	400,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	0	200,000		200,000		400,000
Total	0	200,000	0	200,000	0	400,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Street Overlays
Department: Public Works
Division:
Scheduled Start: On Going
Schedule Completion:

Description:

This represents a commitment to future street projects, probably in the form of milling and resurfacing. Staff will evaluate the streets this fall to determine which streets will receive the overlay during the 2013 summer.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	400,000	420,000	440,000	460,000	480,000	2,200,000
Total	400,000	420,000	440,000	460,000	480,000	2,200,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	400,000	420,000	440,000	460,000	480,000	2,200,000
Total	400,000	420,000	440,000	460,000	480,000	2,200,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Main Street/Riverwalk Improvments
Department: Public Works
Division:
Scheduled Start: 2009
Schedule Completion: 2014

Description:

Following the Main Street master plan completed by Design Workshop, project improvements include the following: sanitary sewer system improvements, paving, curb & gutter, storm sewer system, sidewalks, crosswalks, wayfinding, pedestrian spaces, street furniture, event space enhancements, connections to Riverwalk, transit stop improvements, lighting, landscaping and river restoration. This is a multi-year project. The 2013 budget will complete the remaining intersections at Adams, Jefferson and South Park Avenue. This will be the last major project that will require a detour. 2014 would be to complete the landscaping between the intersections and finish the project. If we try to combine all the remaining work in one year, Staff does not beleive that we can complete the project prior to the July 4 weekend and that would have a big impact on the Main Street businesses. Therefore, we have divided the project over two years.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	800,000	600,000	0	0	0	1,400,000
Total	800,000	600,000	0	0	0	1,400,000

Project Costs	2013	2014	2015	2016	2017	Total
Design and Construction	800,000	600,000	0	0	0	1,400,000
Total	800,000	600,000	0	0	0	1,400,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name SH 9 Median Landscaping
Department: Public Works
Division:
Scheduled Start: 2013
Schedule Completion: 2013

Description:

The Council has identified the median landscaping on SH 9 as a potential project for the CIP. There are various options that are outlined as follows:

HWY 9 Median and Roundabout Landscaping-Options

Options	CIP-Cost	Yearly ongoing cost	Staff Hours	Make no additional capital investment and continue to maintain as we have been.
Option: 1 -No Change	All ready occurred	\$4,301	192	Over seed the medians with additional native grass, plant perennial bulbs and add annual flowers similar to those on Main St.
Option: 2 -Over seed/annuals	\$2,000	\$6,693	192	Over seed the medians with additional native grass, plant perennial bulbs and add annual flowers similar to those on Main St.
Option: 3-Sod/annuals	\$330,440	\$9,785	299	Replace the native grass and perennials with sod.
Option: 4-Pavers/annuals	\$818,165	\$4,536	116	Replace the median native grass and perennials with stone pavers. Replace the roundabout native grass and perennials with sod.
Option: 5-Stamped concrete/annuals	\$464,272	\$4,536	116	Replace the median native grass and perennials with stamped concrete. Replace the roundabout native grass and perennials with sod.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	465,000	0	0	0	0	465,000
Total	465,000	0	0	0	0	465,000

Project Costs	2013	2014	2015	2016	2017	Total
Design and Construction	465,000	0	0	0	0	465,000
Total	465,000	0	0	0	0	465,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name McCain Property Improvements
Department: Public Works
Division:
Scheduled Start: On Going
Schedule Completion:

Description:

These projects are not identified at this time. However, we do continue to receive rents from the tenants on the property which are intended for improvement projects on this parcel. Therefore, as projects are identified for this parcel, these funds will be available to fund them.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	0	0	0	0	0
Rents	65,000	65,000	65,000	65,000	65,000	325,000
Total	65,000	65,000	65,000	65,000	65,000	325,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	65,000	65,000	65,000	65,000	65,000	325,000
Total	65,000	65,000	65,000	65,000	65,000	325,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Harris Street Building
Department: Engineering
Division:
Scheduled Start: 2013
Schedule Completion: 2014

Description:

The Town has entered into an IGA with Summit County to renovate the Harris Street building into a community center/library. The Total project cost is estimated currently at \$7,400,000. The County has committed \$2,675,000 and a fund raising goal of \$2,000,000 was set for a total of \$4,675,000 coming from other sources. That leaves \$2,725,000 coming from the Town. For budgeting purposes the Town has established \$250,000 in the 2012 CIP and combined with \$2,475,000 in 2013 makes the total of \$2,725,000 stated above.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	2,475,000	-	-	-	-	2,475,000
Other Fund (County)	4,675,000					4,675,000
Total	7,150,000	-	-	-	-	7,150,000

Project Costs	2013	2014	2015	2016	2017	Total
Design	250,000	-	-	-	-	250,000
Construction	6,900,000	-	-	-	-	6,900,000
Total	7,150,000	-	-	-	-	7,150,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Town Hall Improvements
Department: Public Works
Division:
Scheduled Start: 2013
Schedule Completion: 2015

Description:

The original Town Hall building at 150 Ski Hill Road was constructed in 1979 and an addition was completed in 1990. Now that the Town Hall function will remain at this location, staff is identifying some improvements for the future. Those improvements have not been completely worked out and some place holders have been established in the budget. We expect to identify a plan in late 2012 into 2013 and will be able to report to the Council once staff has developed a plan.

Project Funding	2013	2014	2015	2016	2017	Total
Other Funds	100,000	100,000	100,000	0	0	300,000
Total	100,000	100,000	100,000	0	0	300,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	100,000	100,000	100,000	0	0	300,000
Total	100,000	100,000	100,000	0	0	300,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Four O'clock Intersection
Department: Public Works
Division:
Scheduled Start: 2013
Schedule Completion: 2014

Description:

The Council has entered into an InterGovernmental Agreement (IGA) with CDOT to construct a roundabout at Four O'clock and Park Avenue. The total cost of the project is estimated to be \$850,000. The state will be funding \$600,000 and the Town will fund the difference which is estimated to be \$250,000. The Town has already budgeted \$100,000 in the 2011 for this project so another \$150,000 to reach the \$250,000 and is slated for 2013. The project will use the CDOT money first and we do not expect to need the remaining budget until 2013.

Project Funding	2013	2014	2015	2016	2017	Total
Other Funds	150,000	0	0	0	0	150,000
Total	150,000	0	0	0	0	150,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	150,000	0	0	0	0	150,000
Total	150,000	0	0	0	0	150,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Heated Sidewalks
Department: Public Works
Division:
Scheduled Start: 2013
Schedule Completion: 2016

Description:

The sidewalks on the south side of streets like Lincoln Avenue commonly become slippery in the winter due to ice build up. The Council identified this project for the CIP at the May 2012 retreat. Staff has some other locations in Town that are similar to the Lincoln Avenue section and have included them in later years as potential projects. 2013 will be the Lincoln Avenue section and if it is successful staff will continue with other sections in 2014 through 2016.

Project Funding	2013	2014	2015	2016	2017	Total
Other Funds	65,000	65,000	65,000	50,000	0	245,000
Total	65,000	65,000	65,000	50,000		245,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	65,000	65,000	65,000	50,000	0	245,000
Total	65,000	65,000	65,000	50,000	0	245,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Blue River Reclamation
Department: Public Works
Division:
Scheduled Start: ?
Schedule Completion: ?

Description:

This project, in cooperation with the ACOE, is intended to reclaim the Blue River through the mined site on the McCain property. Portions of this stretch of the river disappear into the dredge rock. This project is intended to restore that flow to the surface at least seasonally. There will also be ecological and wetland improvements along this reach of the river. The ACOE is conducting a scoping report but we do not have a completion date. Once more information is obtained this budget will be updated. The Coyne Valley Road Bridge project in this Capital Plan will need to be coordinated with this project. The ACOE will only place a culvert across Coyne Valley Road as a part of thier project.

The Denver Water agreement shows that \$1,000,000 is be paid by Denver Water for projects that improve the waterways and streams in the local jurisdictions. The Town is guaranteed \$200,000. The Town has identified the money for this project.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	1,550,000	0	0	0	1,550,000
ACOE Funds		5,000,000				5,000,000
Denver Water Funds		200,000				200,000
Total	0	6,750,000	0	0	0	6,750,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	0	6,750,000	0	0	0	6,750,000
Total	0	6,750,000	0	0	0	6,750,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Coyne Valley Road Bridge
Department: Public Works
Division:
Scheduled Start: 2013
Schedule Completion: 2013

Description:

This bridge would coincide with the relocation of the Blue River project that the Town is doing with the Army Corps of Engineers. This bridge is envisioned to have the bike path under it to eliminate the at-grade crossing at Coyne Valley Road. The ACOE will not build a bridge that is suitable for this purpose as a part of their project.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	0	1,500,000	0	0	1,500,000
Total	0	0	1,500,000	0	0	1,500,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	0	0	1,500,000	0	0	1,500,000
Total	0	0	1,500,000	0	0	1,500,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Child Care Facility #2
Department: Engineering
Division:
Scheduled Start: 2015
Schedule Completion: 2016

Description:

Based on the recent child care assessment, a second childcare facility is needed beyond the Valleybrook Childcare Facility. This is a place holder to provide funds for that future facility.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	0	0	0	250,000	250,000
Total	0	0	0	0	250,000	250,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	0	0		0	250,000	250,000
Total	0	0	0	0	250,000	250,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Solar Buy Out
Department: Public Works
Division:
Scheduled Start: 2016
Schedule 2016

Description:

This cost is to purchase the solar arrays that are part of the power purchase agreement.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	0	0	500,000	0	500,000
Total	0	0	0	500,000	0	500,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	0	0	0	500,000	0	500,000
Total	0	0	0	500,000	0	500,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Core Parking Lot Improvements
Department: Public Works
Division:
Scheduled Start: 2016
Schedule Completion: 2016

Description:

This project is intended to build parking facilities in the downtown area. Staff has programmed design and construction money in the amount of \$2,150,000 over the next several years to implement improvements to the Food Kingdom Lot and the F-lot. F-lot/Tiger Dredge is expected to be reconfigured when the Village undergoes its remodel.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	0	0	150,000	2,000,000	2,150,000
Other	0	0	0	0	0	0
Total	0	0	0	150,000	2,000,000	2,150,000

Project Costs	2013	2014	2015	2016	2017	Total
Engineer/Design	0	0	0	150,000	0	150,000
Construction	0	0	0	0	2,000,000	2,000,000
Total	0	0	0	150,000	2,000,000	2,150,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Valley Book Bridge
Department: Public Works
Division:
Scheduled Start: 2017
Schedule Completion: 2017

Description:

This project was identified as a need when looking at the Blue River corridor. A bridge would improve the aesthetics of the corridor and provide a grade separated crossing from the recreation path.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	0	0	0	1,450,000	1,450,000
Total	0	0	0	0	1,450,000	1,450,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	0	0	0	0	1,450,000	1,450,000
Total	0	0	0	0	1,450,000	1,450,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name South Park Underpass
Department: Public Works
Division:
Scheduled Start: 2016
Schedule 2016

Description:

This project is intended to construct an underpass under South Park Avenue connecting the existing Riverwalk on the north side and Main Street Station on the south. CDOT and the Town have construction plans, which are approximately 70% complete. At this time, we do not know when we might build this project because the schedule is dependant on when CDOT enhancement funds will be available. However, for now, we have put a placeholder in for construction in 2017. Under enhancement funding CDOT would pay 80% and the Town 20%. Project improvements include the following: a new bridge, pedestrian walkway, rock retaining walls, curb and gutter, lighting and signage.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	0	0	0	450,000	450,000
CDOT Funds	0	0	0	0	1,200,000	1,200,000
Total	0	0	0	0	1,650,000	1,650,000

Project Costs	2013	2014	2015	2016	2017	Total
Engineering/Design	0	0	0	0	150,000	150,000
Construction	0	0	0	0	1,500,000	1,500,000
Total	0	0	0	0	1,650,000	1,650,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Gondola Lot Development
Department: Engineering
Division:
Scheduled Start: 2017
Schedule Completion: 2017

Description:

The Gondola Lot Master Plan is completed and the Town has some property included in the development. The scope of the Town’s participation could include the river restoration, parking structure and other public benefits. The amount shown below is a placeholder.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	0	0	0	1,000,000	1,000,000
Grants						0
Total	0	0	0	0	1,000,000	1,000,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	0	0	0	0	1,000,000	1,000,000
Total	0	0	0	0	1,000,000	1,000,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name: Public Art
Department: Community Development
Division: Long Range
Scheduled Start: On-going
Schedule Completion: On-going

Description:

This item funds the Breckenridge Public Art Commission for the acquisition, placement and maintenance of the collection, as well as ongoing Commission programs. Ongoing programs funded by this budget include the Gallery at the Breckenridge Theatre, Sculpture on the Blue, other public education projects, and annual Public Art Commission programming. The Commission's goal is to commission one new art piece annually, or to save funding for several years where more iconic pieces are desirable. The Council has indicated that they are interested in seeing a sculpture in the roundabout. The 2012 CIP Budget had \$25,000 for a sculpture in the roundabout. Staff proposes \$75,000 in 2013 for a total of \$100,000 for the sculpture. The proposed budget is as follows:

\$15,000 Ongoing Commission programs
\$75,000 Additional funds for roundabout sculpture
 \$90,000 Total 2013 Public Art budget

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	90,000	50,000	50,000	50,000	50,000	290,000
Total	90,000	50,000	50,000	50,000	50,000	290,000

Project Costs	2013	2014	2015	2016	2017	Total
Ongoing Programs	15,000	15,000	15,000	15,000	15,000	75,000
Acquisition	75,000	35,000	35,000	35,000	35,000	215,000
Total	90,000	50,000	50,000	50,000	50,000	290,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name: Art District Improvements
Department: Community Development
Division: Long Range
Scheduled Start: 2013
Schedule Completion: Ongoing

Description:

This item provides funding for various infrastructure, building, and landscape improvements to the Arts District. An electrical transformer is required in 2013, in order to provide electricity to any new buildings constructed or rehabilitated in the Arts District. 2013 work also includes the Robert Whyte House restoration and the reconstruction of the Burro Barn, with the addition of public restrooms and a laundry space. The parking lot and over lot grading will be done in 2013 as well. The design of the Ceramics Studio will begin in late 2013 and construction will occur in 2014. The remaining projects are outlined by year below:

2013

- Electric Transformer \$ 70,000
- Over lot grading and drainage \$50,000
- Robert Whyte House \$330,000
- Burro Barn \$160,000
- Design for Ceramics Studio \$50,000

2014

- Ceramics Studio Construction \$350,000
- Mikolitis Barn restoration \$300,000
- Washington Avenue improvements \$110,000

2015

- Dance/Culinary \$440,000
- Parking Lot Construction \$100,000

2016

- Glassblowing/studio space \$400,000

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	560,000	710,000	540,000	400,000		2,210,000
Grant Proceeds	50,000	50,000	-	-	-	100,000
Total	610,000	760,000	540,000	400,000	-	2,310,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	610,000	760,000	540,000	400,000		2,310,000
Total	610,000	760,000	540,000	400,000	-	2,310,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name: Blue River Corridor
Department: Community Development
Division: Long Range
Scheduled Start: On-going
Schedule Completion: On-going

Description:

In 2008 the Town worked with DTJ Design to develop a plan for improvements to the Blue River corridor between Coyne Valley Road and Valley Brook Road. The plan calls for a series of parks and public places along the river. Staff will be applying for grant funding for some of these improvements this fall through the GOCO Local Parks and Outdoor Recreation grant. The GOCO grant requires a 30 percent local match. Staff intends to apply for \$350,000 in GOCO grant funding, to be matched by \$150,000 of local funding. Improvements planned include installation of the River Eddy Park, the Amphitheatre, and Oxbow Park, including one bridge across the Blue River.

Project Funding	2013	2014	2015	2016	2017	Total
Town Funds	0	150,000	0	0	0	150,000
Grants	0	350,000				
Total	0	500,000	0	0	0	150,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	0	500,000	0	0	0	500,000
Total	0	500,000	0	0	0	500,000

**Town of Breckenridge
Capital Improvement Plan**

Water Fund Five Year Capital Improvement Plan Summary 2013 to 2016

Public Works
Water Division
Program #1540

Project	2013	2014	2015	2016	2017	TOTAL
Technology Upgrades	100,000	200,000	200,000	225,000	0	725,000
Water Main Upgrades	473,000	473,000	350,000	350,000	350,000	1,996,000
Water Capacity Projects	950,000	7,000,000	2,000,000	2,000,000	2,000,000	13,950,000
TOTAL	1,523,000	7,673,000	2,550,000	2,575,000	2,350,000	16,671,000

FUNDING SOURCES	2013	2014	2015	2016	2017	TOTAL
Utility Fund Revenue/Reserves	800,000	673,000	550,000	575,000	350,000	2,948,000
Other – (Loans, Bonds?)	950,000	7,000,000	2,000,000	2,000,000	2,000,000	13,950,000
TOTAL	1,750,000	7,673,000	2,550,000	2,575,000	2,350,000	16,898,000

**Town of Breckenridge
Capital Improvement Plan
Water Fund Capital**

Project Name Technology Upgrades
Department: Public Works
Division: Water
Scheduled Start: 2009
Schedule Completion: 2016
Program Number: 1540

Description:

2013 - Upgrade to the Tarn Water Plant 3 control valve.
 2014 - Upgrade to the Tarn Water Plant 2 control valve.
 2015 - Upgrade to the Tarn Water Plant 1 control valve.
 2016 and 2017 - Upgrades the Pressure reduction SCADA system.

Project Funding	2013	2014	2015	2016	2017	Total
Utility Fund Revenue/Reserves	100,000	200,000	200,000	225,000	225,000	950,000
Total	100,000	200,000	200,000	225,000	0	950,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction/Installation	100,000	200,000	200,000	225,000	225,000	950,000
Total	100,000	200,000	200,000	225,000	225,000	950,000

**Town of Breckenridge
Capital Improvement Plan
Water Fund Capital**

Project Name Water Main Replacement
Department: Public Works
Division: Water
Scheduled Start: 2011
Schedule Completion: 2017
Program Number: 1540
Description:

Some of the older waterlines in our system require replacement to prevent continued water main breaks. Staff has developed a plan for the next five years to replace some of these lines as follows:

2013 – Peak 7 phase 1

2014 – Peak 7 phase 2

2015, 2016 and 2017 – Silver Shekel

Project Funding	2013	2014	2015	2016	2017	Total
Utility Fund Revenue/Reserves	473,000	473,000	350,000	350,000	350,000	1,996,000
Total	473,000	473,000	350,000	350,000	350,000	1,996,000

Project Costs	2013	2014	2015	2016	2017	Total
Construction	473,000	473,000	350,000	350,000	350,000	1,996,000
Total	473,000	473,000	350,000	350,000	350,000	1,996,000

**Town of Breckenridge
Capital Improvement Plan
Water Fund Capital**

Project Name: Water Capacity Projects
Department: Public Works
Division: Water
Scheduled Start: 2013
Schedule Completion: 2017
Program Number: 1540

Description:

Water Capacity projects are part of the Town's overall goal of looking into the future and developing projects to increase the Town's capacity to provide water. Below are the projects that we anticipate as well as some placeholders for potential projects. 2013 will be a project to place a casing under SH 9 to use for the Pump back at a later date. CDOT is performing the work on SH 9 in 2013 and will reduce the Town's cost considerably if we do the work while CDOT is detouring traffic. The cost of the casing is a placeholder and more detailed numbers will be provided once the project is bid with CDOT. A feasibility study will be conducted this winter to determine the details on a second water treatment plant down valley. The feasibility study will provide more detailed cost estimates and we will adjust the budget once we have that information. We anticipate designing the plant in 2013 once the feasibility study is completed.

Project Funding	2013	2014	2015	2016	2017	Total
Revenues	0	7,000,000	2,000,000	2,000,000	2,000,000	13,000,000
Fund balance	950,000	0	0	0	0	950,000
Total	950,000	7,000,000	2,000,000	2,000,000	2,000,000	13,950,000

Project Costs	2013	2014	2015	2016	2017	Total
SH 9 Casing	250,000					250,000
North Plant design	700,000					
North Plant Construction		7,000,000				
Other Capacity Projects			2,000,000	2,000,000	2,000,000	6,000,000
Total	950,000	7,000,000	2,000,000	2,000,000	2,000,000	6,250,000

Town of Breckenridge
Capital Improvement Plan
Golf Fund Capital

Golf Fund Five Year Capital Improvement Plan Summary 2012 to 2016

Project	2013	2014	2015	2016	2017	TOTAL
Equipment Replacement	170,000	176,000	174,000	180,000	172,000	872,000
Golf Course Improvements	18,000	10,000	10,000	10,000	10,000	58,000
Operations - Golf Cart Repl.	64,000	64,000	64,000	64,000	64,000	320,000
Irrigation Replacement	0	50,000	1,950,000	0	0	2,000,000
TOTAL	252,000	300,000	2,198,000	254,000	246,000	3,250,000

Funding Sources						
Current Revenue/Reserves	252,000	300,000	2,198,000	254,000	246,000	3,250,000
TOTAL	252,000	300,000	2,198,000	254,000	246,000	3,250,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Course Equipment
Department: Golf Maintenance
Division: Maintenance
Scheduled Start: 2012
Schedule Completion: 2016

Description:

Ongoing equipment replacement program for all of the golf course maintenance equipment.
 Note: Golf course maintenance equipment is not in the Town garage fund.

New	Cost
1 Skid Steer	65,000
1 Fairway Sprayer	45,000
1 Workman Utility Vehicle	25,000
1 Rough Mower	19,000
1 Site Pro Irrigation Central	9,000
1 Walking Greens mowers	7,000

Project Funding	2012	2013	2014	2015	2016	Total
Current Revenues	170,000	176,000	174,000	180,000	172,000	872,000
Bond Proceeds						0
Other						0
Total	170,000	176,000	174,000	180,000	172,000	872,000

Project Costs	2012	2013	2014	2015	2016	Total
Acquisition	170,000	176,000	174,000	180,000	172,000	872,000
Trade-in Value						0
Total	170,000	176,000	174,000	180,000	172,000	872,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Course Improvements
Department: Golf Maintenance
Division: Maintenance
Scheduled Start: 2012
Schedule Completion: 2016

Description:

Masterplan: Bunker Repair, Change Tee Irrigation, Trees, Shrubs, Irrigation System Upgrade,

Project Funding	2012	2013	2014	2015	2016	Total
Revenues/Reserve	18,000	10,000	10,000	10,000	10,000	58,000
Bond Proceeds						0
Other						0
Total	18,000	10,000	10,000	10,000	10,000	58,000

Project Costs	2012	2013	2014	2015	2016	Total
Construction	18,000	10,000	10,000	10,000	10,000	58,000
Other						0
						0
Total	18,000	10,000	10,000	10,000	10,000	58,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Cart Replacement
Department: Golf Operations
Division: Operations
Scheduled Start: 2012
Schedule Completion: 2016

Description:

Our cart fleet typically is turned over every 4 years. 2013 is scheduled to be the next replacement year. This is the anticipated replacment cost .

Project Funding	2013	2014	2015	2016	2017	Total
Revenue/Reserve	64,000	64,000	64,000	64,000	64,000	320,000
Total	64,000	64,000	64,000	64,000	64,000	320,000

Project Costs	2013	2014	2015	2016	2017	Total
Acquisition	256,000	0	0	0		256,000
Total	256,000	0	0	0	0	256,000

**Town of Breckenridge
Capital Improvement Plan**

Project Name Irrigation Replacement
Department: Golf Operations
Division: Operations
Scheduled Start: 2013
Schedule Completion: 2015

Description:

The original 18 hole golf course was built in 1984. The irrigation system is aging and the cost to maintain is increasing with time. The original design did not consider water conservation. New technologies also exist that will reduce water usage and labor requirements to keep the golf course at a high quality. The plan would be to design the project in 2014 and construct in 2015 or 2016 depending on what works best for the business at the Golf Course.

Project Funding	2013	2014	2015	2016	2017	Total
Revenue/Reserve	0	50,000	1,950,000	0	0	2,000,000
Total	0	50,000	1,950,000	0	0	2,000,000

Project Costs	2013	2014	2015	2016	2017	Total
Design	0	50,000	0	0		50,000
Construct			1,950,000			1,950,000
Total	0	50,000	1,950,000	0	0	2,000,000

Town of Breckenridge Executive Summary
Economic Indicators
(Published September 19, 2012)

Indicator Monitoring System

Up and down arrow symbols are used to show whether the indicator appears to be getting better, appears stable, or is getting worse. We have also designated the color green, yellow or red to display if the indicator is currently good, fair or poor.



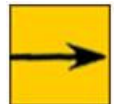
Unemployment: Local (July 2012)

Summit County's July unemployment rate of 7.9% is lower than the July 2011 rate of 8% yet higher than July 2010 rate of 7.2%. Summit's July rate is higher than Pitkin County (6.9%) but lower than Eagle County (8.4%), however our rate is still considered relatively high for the time of year (prior to 2008, the July unemployment rate typically did not rise above 3.9%). *(Note that the arrow follows the KEY for all of the indicators. In this case, the arrow pointing up meaning that the unemployment rate has dropped and is 'getting better' and yellow indicates the condition as "fair".)* (Source: BLS)



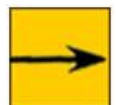
Unemployment: State (July 2012)

The Colorado State unemployment rate holds relatively steady with small increase of one tenth of a percent for the third consecutive month in July to 8.3% after several months of an incremental downward trend. This July is also lower than the July 2011 rate of 8.5%. (Source: State of Colorado)



Unemployment: National (July-August 2012)

National unemployment rate took a slight dip of two tenths of a percent to 8.1% in August. Since January, we have seen the national rate hover between 8.1 and 8.3%. August 2012 remains trending down from last August's rate of 9.1% and the August 2010 rate of 9.6%. (Source: BLS)



Destination Lodging Reservations Activity (August 2012) Occupancy rates saw a decrease of 6.6% for the month of August over the same time last year. The Average Daily Rate however increased 5.1% for the month. (Source: MTrip)



6 Month Projected YTD Occupancy (September-February 2012/2013)

Future bookings for the upcoming September-February 2012 period continues to show an increase of 13.2% in projected occupancy rate over the corresponding period last year. The Average Daily Rate forecast shows a decrease of 3.8%. (Source: MTrip)



Traffic Counts and Sales Trend (August 2012)

August average daily traffic count at Highway 9 and Tiger Road was 20,020 total vehicles. As the traffic count exceeds 20,000, we expect to see an increase in sales tax revenues for August. *(Note: There is a strong correlation between high net taxable sales and traffic once a 20,000 vehicle count has been reached. Please see detailed report on website for chart.)* (Source: CDOT and Town of Breckenridge Finance)



Traffic Count at Eisenhower Tunnel and Highway 9 (August 2012)

During the month of August, the traffic count at the Eisenhower tunnel (westbound) inched up 0.9% over August 2011. Similarly, data showed August traffic coming into town on Highway 9 rose by 1.3% compared to August 2011. Traffic flows indicate that the Town is maintaining its relative capture rate coming from the tunnel. (Source: CDOT)



Consumer Confidence Index-CCI (August 2012)

The Consumer Confidence Index (CCI) saw a drop of 5.3 points from July to August coming in at 60.6 (1985=100). This is considered a significant decline at 8% as consumers express concern over the long term economic conditions. However, it remains in the range that most economists consider a “good” level of consumer confidence. Based on the index level continuing to be in a state of flux, we expect that real estate transfer tax revenues will also lag over the same period until the index sees consistent improvement. (Source: CCB)



Mountain Communities Sales Tax Comparisons (July 2012)

The amount of taxable sales in Town for July 2012 was up 7.42% from July 2011 levels. Posting a substantial increase, Breckenridge holds the second top spot (2nd out of 8) of the mountain communities for sales tax collected for the month in comparison to last year’s July numbers. Year to date, the mountain communities in the top four spots include Aspen (up 8.64%), Breckenridge (up 6.80%), Glenwood Springs (6.47%), and Snowmass (6.33%). (Source: Steamboat Springs Finance Dept.)



Standard & Poor's 500 Index and Town Real Estate Transfer Tax (August 2012)

The S&P 500 average monthly adjusted closing price saw a moderate rise for the third consecutive month, continuing a relatively fluctuating 2012 YTD. At the same time, we saw our RETT receipts take a drastic jump this month from Town collections in August 2011 and August 2010. Although we have seen a large increase this month, we believe that in general the RETT will continue to lag any growth rates that the S&P 500 achieves for the near future. A prolonged positive change in RETT will likely require a long sustained recovery in the S&P 500 index, with an increase in the wealth effect. *See website for detailed chart and additional information.* (Source: S&P 500 and Town Finance)



Town of Breckenridge RETT Collection (August 2012)

August 2012 RETT collection (\$368,749) posted an increase of 5.1% over August 2011 (\$350,730) collections however was down 8.7% over August 2010 (\$404,004). (Source: Town Finance)



Real Estate Sales (July 2012)

After a considerable downturn in June numbers, July Summit county real estate sales came back with a significant increase of 77% in \$ volume as well as up 29% in the number of transactions compared to July 2011. Of that, Breckenridge took in 37% of the \$ volume and 35% of the transactions countywide for this month. (Source: Land Title)



Foreclosure Stressed Properties (July 2012)

Breckenridge properties (excluding timeshares) which have started the foreclosure process are at 28% (41 properties) of the total units within Summit County in 2012 YTD. These are considered distressed properties which may or may not undergo the foreclosure process. Should these properties actually undergo foreclosure, these properties may sell at an accelerated rate and lower price per square foot in the short term. (Source: Land Title)



If you have any questions or comments, please contact Julia Puester at (970) 453-3174 or juliap@townofbreckenridge.com.